

**SANTA CRUZ CITY SCHOOLS DISTRICT  
 REGULAR MEETING FOR THE ELEMENTARY  
 AND SECONDARY DISTRICTS  
 WEDNESDAY, NOVEMBER 8, 2023  
 OPEN SESSION BEGINS AT 6:30 P.M.  
 ZOOM REMOTE BOARD MEETING**

**COMMUNITY MEMBERS CAN PARTICIPATE REMOTELY VIA ZOOM OR  
 IN PERSON AT THE COUNTY OFFICE OF EDUCATION, BOARD ROOM  
 400 ENCINAL STREET, SANTA CRUZ, CA.**

[Click on this link to join meeting.](#)

Meeting ID: 818 6606 2949

Meeting Password: SCCS

**POSTED  
 DATE:  
 TIME:  
 LOCATION:  
 EMPLOYEE:**

*If a member of the community would like to make public comment on a closed session item, please join Zoom. Public comment will begin promptly at 5:00 p.m.*

[Click on this link to make public comment on a closed session item.](#)

**AGENDA**

<b>Item</b>	<b>Purpose / Support</b>
<b>Agenda</b>	
<b>1. Convene Closed Session</b>	<b>5:00 p.m.</b>
1.1 Roll Call	
1.2 AB 2449 Remote Attendance	
1.3 Teleconference Notice	
1.4 Public Comments prior to Closed Session	<i>Members of the public may comment on items that are listed on the Closed Session Agenda.</i>
<b>2. Closed Session Items</b>	
2.1 Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments	<i>Information for possible action.</i>
2.2 Public Employee Discipline/Dismissal/Release/Complaint (Govt. Code Section 54957)	<i>Information for possible action.</i>
2.3 Conference with Labor Negotiators (Govt. Code Section 54957.6)	<i>SCCS Negotiator Parks will provide an update to and receive direction from Trustees regarding negotiations with the GSCFT.</i>
2.4 Conference with Labor Negotiators (Govt. Code Section 54957.6)	<i>SCCS Negotiator Parks will provide an update to and receive direction from Trustees regarding negotiations with the SCCCE.</i>
2.5 Final Settlement Agreement	<i>Information for Possible Action</i>
<b>3. Convene Open Session</b>	<b>6:30 p.m.</b>
3.1 Welcome	

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3.2	Pledge of Allegiance	
3.3	Agenda Changes, Additions or Deletions & Announcements	
3.4	AB 2449 Remote Attendance	
3.5	Teleconference Notice	
<b>4.</b>	<b>Public Comments</b>	<i>For presentations of matters <b>not</b> on the Agenda. 3 minutes for individuals; 15 minutes per subject.  <b>Note to Members of the Public: Thank you for taking the time to attend this meeting. Santa Cruz City School Board Members appreciate your presence and your comments regarding items not on the agenda are valued. Per Santa Cruz City Schools Board Bylaw protocols, Trustees will not comment on Public Comments during this time.</b></i>
<b>5.</b>	<b>Superintendent's Report</b>	
5.1	Superintendent's Report	
5.2	Student Trustees' Reports	
<b>6.</b>	<b>Board Members' Reports</b>	
6.1	Board Members' Reports	
6.2	Board President's Report	
<b>7.</b>	<b>Approval of Minutes</b>	<i>None</i>
<b>8.</b>	<b>General Public Business</b>	
<b>8.1</b>	<b>Report of Closed Session Actions</b>	
8.1.1	Report of Actions Taken in Closed Session	
<b>8.2</b>	<b>Items to Be Transacted and/or Discussed</b>	
<b>8.2.1</b>	<b>Business Services</b>	
8.2.1.1	<a href="#">Staff Report: Annual Food Services Update</a>	<i>Staff will provide an update on Food Services.</i>
8.2.1.2	<a href="#">Staff Report: Update on Bond Projects</a>	<i>Staff will provide an update on Bond Projects.</i>
<b>8.2.2</b>	<b>Educational Services</b>	

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8.2.2.1	<a href="#">New Business: Secondary World Language Curriculum Adoption</a>	<i>Recommendation: Adopt recommended curriculum</i>
8.2.2.2	<a href="#">Staff Report: Annual California Assessment of Student Performance and Progress Test Results</a>	<i>Staff will provide a report on the California Assessment of Student Performance and Progress Test Results.</i>
8.2.2.3	<a href="#">Staff Report: Annual District Goals and Metrics Update</a>	<i>Staff will provide an update on District Goals and Metrics.</i>
<b>8.2.3</b>	<b>Human Resources</b>	<i>None</i>
<b>8.2.4</b>	<b>Governance/Superintendent</b>	<i>None</i>
<b>8.3</b>	<b>Consent Agenda Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.</b>	
<b>8.3.1</b>	<b>Educational Services</b>	<i>None</i>
<b>8.3.2</b>	<b>Business Services</b>	
8.3.2.1	<a href="#">Purchase Orders, Bids &amp; Quotes</a>	
8.3.2.2	<a href="#">Warrant Register</a>	
8.3.2.3	<a href="#">1<sup>st</sup> Quarter Investment Report</a>	
<b>8.3.3</b>	<b>Human Resources</b>	
8.3.3.1	<a href="#">Certificated Personnel Actions</a>	
8.3.3.2	<a href="#">Classified Personnel Actions</a>	
<b>8.3.4</b>	<b>Governance/Superintendent</b>	<i>None</i>
<b>8.4</b>	<b>Consent Agenda: General Contracts &amp; Agreements</b>	
<b>8.4.1</b>	<b>Educational Services</b>	
8.4.1.1	<a href="#">Memorandum of Understanding: Career Technical Education Magnets</a>	
<b>8.4.2</b>	<b>Business Services</b>	
8.4.2.1	<a href="#">Contract: Miller Maxfield Lease Renewal</a>	
8.4.2.2	<a href="#">Contract: Legal Services, Insurance Archivist</a>	

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8.4.3	<b>Human Resources</b>	<i>None</i>
8.4.4	<b>Governance/Superintendent</b>	<i>None</i>
8.5	<b>Consent Agenda: Bond Projects, Contracts, Agreements, Proposals, Bids &amp; Change Orders</b>	
8.5.1	<a href="#"><u>19six Architects Inc.: Amendment Agreement: Harbor High School Wellness Center</u></a>	
8.5.2	<a href="#"><u>19six Architects Inc.: Amendment Agreement: Multi Project Overhead</u></a>	
8.5.3	<a href="#"><u>19six Architects Inc.: Amendment Agreement: Soquel High School Wellness Center</u></a>	
8.5.4	<a href="#"><u>19six Architects Inc.: Proposal: Santa Cruz High School Building A Modernization and HVAC Upgrades</u></a>	
8.5.5	<a href="#"><u>19six Architects Inc.: Proposal: Soquel High School Boiler Replacement</u></a>	
8.5.6	<a href="#"><u>CRW Industries, Inc.: Change Order 3: Santa Cruz High School C &amp; D Modernization</u></a>	
8.5.7	<a href="#"><u>Dilbeck &amp; Sons: Contract: Soquel High School Building 300 Gutter Replacement</u></a>	
8.5.8	<a href="#"><u>First Serve Productions Inc.: Contract: Santa Cruz High School Tennis Court Rehab</u></a>	
8.5.9	<a href="#"><u>Guerra Construction Group: Change Order 1: Gault Elementary School New Building Site Work</u></a>	
9.6	<b>Possible Items for Future Meeting Agendas</b>	
10.	<b>Adjournment</b>	
11.	<b>Return to Closed Session (if necessary)</b>	

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	<b>Item</b>	<b>Purpose / Support</b>
12.	<b>Closed Session Action Report (if necessary)</b>	
13.	<b>Adjournment</b>	

The board book for this meeting, including this agenda and back-up materials, may be viewed or downloaded online: [http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education) or may be viewed at the District Office, 133 Mission St. Ste. 100, Santa Cruz, CA 95060.

**Public Participation:**

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz City Schools Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session.

**Translation Requests:**

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Wednesday Manners by telephone at (831) 429-3410 extension 48220.

**Las Solicitudes de Traducción:**

Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva. Por favor haga arreglos por anticipado con Wednesday Manners por teléfono al número (831) 429-3410 x48220.

**Board Meeting Information**

1. The Study Session on December 6, 2023, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on December 13, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on January 17, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Study Session on January 31, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Regular Board Meeting on February 14, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
6. The Regular Board Meeting on February 28, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Regular Board Meeting on March 13, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
8. The Regular Board Meeting on March 27, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Regular Board Meeting on April 10, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
10. The Study Session Meeting on April 24, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
11. The Regular Board Meeting on May 15, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
12. The Study Session on May 22, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

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13. The Regular Board Meeting on May 29, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Regular Board Meeting on June 12, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Annual Food Service Update

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent Business Services

**THROUGH:** Kris Munro, Superintendent

**BACKGROUND:**

Staff will present a report on the 2023-24 Food Service Program, including program achievements, participation, budget and 2023-24 goals.

**FISCAL IMPACT:**

Cafeteria Fund, Restricted, Projected Revenue Fund 13: \$4,694,045

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and social emotional well-being of all students

Goal #5: SCCS will maintain a balanced budget and efficient and effective management

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**AGENDA ITEM: 8.2.1.1**

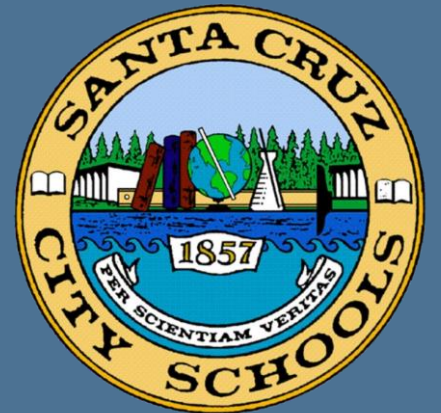
# Food Services Annual Report

*Amy Hedrick-Farr, Director of Food Services*



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November 8, 2023





# Achievements: Awards & Recognition

- **“Turn Up the Beets” Silver Medal Awardee - USDA**
- **“One in a Melon” Awardee – CDE**
- **Open Impact Grant, 2<sup>nd</sup> yr. \$130,000**
- **Equipment Assistance Grant \$68,573**
- **California Department of Food & Agriculture Grant \$150,000**
- Recognized as One of the **Healthiest Schools in America**  
(Food Access, Physical Fitness & Tobacco Awareness)



# Achievements: Farm to School

## Nutrition Education

- Harvest of the Month
- Culinary Arts Class

## Student Engagement

- Tastings
- Contests
- Student Feedback

## Community Partners & Farmers

- LifeLab
- Eat for the Earth
- Smit Farms
- Coke Farms

## Social Media Platforms



# Achievements

- **State Procurement Audit**  
*SCCS & Central Coast Purchasers Cooperative*
- **New Employee Positions**
  - Chef / Baker
  - Nutrition Support Coordinator
  - Warehouse
  - Food Service Workers
- **36% Menu Scratch Cooked**
- **Joined Annual Mental Health & Wellness Fair**



# Achievements: Meals Served

- **FREE MEALS** for all
- **619,016 meals served** - 10% Increase
- **74,763 meals vended** to our Community Partners
- **24,494 after school snacks**
- **21,547 supper program meals**
- **16,143 meals served** during summer



# Application Process

Normally the meal application drove participation & funding  
**Now applications drive funding sources!**

## Meal Applications

- Available online
- Available at school sites
- Mailed to households
- Community Coordinators
- Presented to families at Open House
- Principal Communication

Direct Certification – CALPADS and County of Santa Cruz



# Free & Reduced

As of 10/4/23	ENROLLMENT	FREE	REDUCED	PAID	CURRENT CBEDS FR%	22-23 CBEDS FR%	21-22 CBEDS FR%
AFE	108	21	2	85	21%	21%	16%
Bayview	403	152	30	221	45%	45%	47%
DeLaveaga Elementary	507	116	17	374	26%	27%	25%
Gault Elementary	293	134	32	127	57%	64%	61%
Monarch Elementary	121	27	5	89	26%	20%	19%
Westlake	474	87	20	367	23%	19%	20%
Branciforte Middle	439	153	26	260	41%	41%	38%
Mission Hill	502	138	20	344	31%	33%	29%
Harbor High	1043	353	51	639	39%	37%	33%
Santa Cruz High	1113	233	40	840	25%	25%	25%
Soquel High	1057	239	28	790	25%	24%	20%
Costanoa	91	49	4	38	58%	48%	48%
ARK	53	16	2	35	34%	39%	30%
<b>District Wide</b>	<b>6341</b>	<b>1743</b>	<b>284</b>	<b>4314</b>	<b>32%</b>	<b>32%</b>	<b>31%</b>

# Participation History

Meals	Pre-Covid 2019	Sept 2021	Sept 2022	Sept 2023
Breakfast	18,453	27,458	32,636	35,881
Lunch	24,959	35,614	38,310	37,020
Snack	1,074	1,642	3,177	2,570
Supper	1,140	2,553	2,422	2,134
Paid Meal & Ala carte Sales	\$60,818.50	\$12,939.50	\$18,304.50	\$12,337.35



# Reimbursement History

	Pre-Covid 2019	Sept 2021	Sept 2022	Sept 2023
Total Reimbursement	\$112,223.53	\$250,200.52	\$269,676.07	<b>\$310,702.57</b>

\$40,000.00 increase in federal & state reimbursement





# Budget

*Multi year comparison*

	20-21	21-22	22-23
<b>Revenue</b>			
federal	\$887,126.72	\$2,245,021.69	\$1,402,956.80
state	\$130,774.42	\$182,339.45	\$2,401,524.23
local	\$104,676.43	\$425,517.57	\$656,941.50
total revenue	\$1,122,577.57	\$2,862,878.71	\$4,461,422.53
<b>Expense</b>			
classified salaries	\$729,356.72	\$894,543.85	\$1,200,316.14
benefits	\$550,932.31	\$583,273.92	\$716,768.55
books and supplies ( <i>food &amp; paper supply</i> )	\$416,001.58	\$893,488.01	\$1,194,708.80
services	\$27,301.69	\$47,959.96	\$45,774.73
capital outlay	\$16,596.91	\$26,333.80	\$43,450.11
total expenditures	\$1,740,189.21	\$2,445,599.54	\$3,201,018.33
excess/deficiency	(\$617,611.64)	\$417,279.17	\$1,260,404.20
	\$627,920.62		
	(SB86 &		
transfers in	ESSERII)	0.00	0.00
net change in fund balance	\$10,308.98	\$417,279.17	\$1,260,404.20
fund balance	\$67,934.96	\$485,214.13	\$1,745,618.33
Restricted funds			\$1,705,683.45
balance			\$39,934.88

# Challenges

## Food Cost

- Increase by 40%
- Paper Goods up 30%

## Staffing Shortages

- Continued staff rollover
- Staff training
- Limited substitutes

## Facilities & Equipment

- Serving line space
- Storage space
- Cooking capacity
- Parts & repair

## Menu Compliance

- Dietary Requirements
- Limited supply
- Order cancellations

## Student Interest

- Meeting taste and flavor profiles
- Trending menu options

## Communication

- Students
- Parents
- Community



# Program Focus

- **Additional Resource Funding**
  - *Kitchen Infrastructure & Training Funds*
  - *CACFP Emergency Operations Cost Funds*
  - *State Supplemental Meal Reimbursement*
  - *Supply Chain Assistance Funds*
  - *Local Foods For Kids*
  - *School Best Practices*
- **New Trending Menu Options**
- **Parent & Student Program Awareness**
- **Community & Farmer Relations**
- **Staff Retention**



# *Thank you & Questions*



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Staff Report: Update on Bond Projects

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**BACKGROUND:**

Ralph le Roux of 19six Architects Inc., formerly MADI Architecture, will present an update on Measures A and B bond projects at Bay View Elementary, DeLaveaga Elementary, Branciforte Small Schools, and Soquel High.

**FISCAL IMPACT:**

\$2,500.00 Measure A & B Bond Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

# Bond Projects

## November 2023 Update



by

nine  
teen  
six  
196  
ARCHITECTS

# AGENDA

An aerial photograph of a coastal city, likely San Francisco, showing a dense urban grid, green hills, and a bay. A dark, semi-transparent overlay covers the left side of the image, containing the agenda text. The text is white and reads: AGENDA, Adult School, DeLaveaga Elementary, Branciforte Small Schools, Soquel High, and Educator Housing. The page number 23/447 is at the bottom.

Adult School

DeLaveaga Elementary

Branciforte Small Schools

Soquel High

Educator Housing

# ADULT SCHOOL PORTABLE REPLACEMENT

- Structural Assessment
- Estimate
- Claim





# DELAWEAGA ELEMENTARY

## Extended Learning Opportunity Program

- Installation
- ADA Improvements
- Licensing
- DSA closeout



# BRANCIFORTE SMALL SCHOOLS ELEVATOR REPLACEMENT

- Partial Structural Rehab
- Elevator Pre-Checked (PC) update
- DSA Approval

SOQUEL HIGH

# FITNESS CENTER

- Complete November 14, 2023
- DSA Closeout



nine  
teen  
SIX 19.6  
ARCHITECTS

# SOQUEL HIGH SCOREBOARD

- Complete August 28, 2023
- DSA Closeout



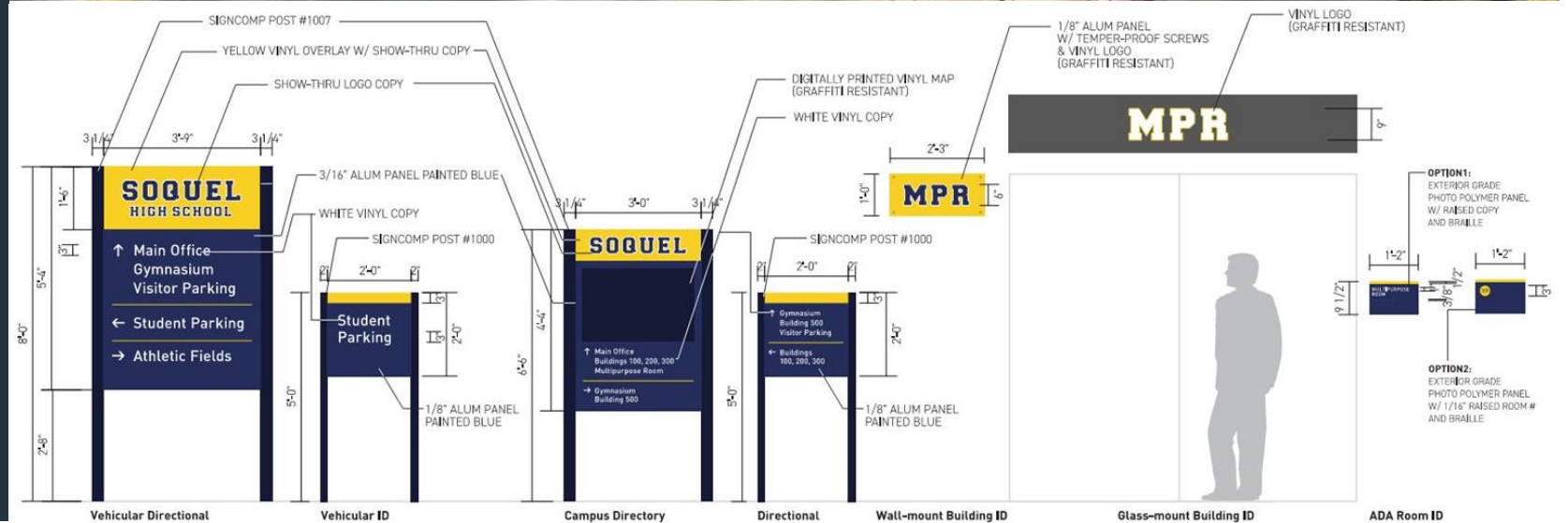
# SOQUEL HS WAYFINDING



➤ Site Mounted

➤ Bidding

nine  
teen  
SIX  
ARCHITECTS



# SOQUEL HS WAYFINDING



➤ Wall Mounted

➤ Bidding

nine  
teen  
SIX  
ARCHITECTS





LA CUMBRE JUNIOR HIGH SCHOOL THEATER



THE GRANADA THEATRE



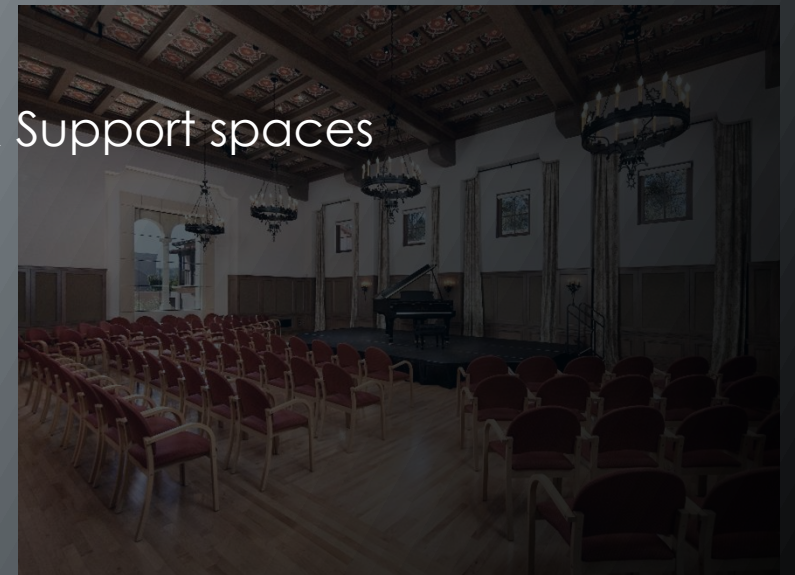
MUSIC ACADEMY OF THE WEST – HAHN HALL



NEW VICTORIA STREET THEATRE



UNIVERSITY OF LA VERNE MORGAN AUDITORIUM



MUSIC ACADEMY OF THE WEST - RECITAL HALL

# 196 SOQUEL HIGH PERFORMING ARTS CENTER

Performing Arts & Support spaces

# PROVEN TEAM



**NAAZ ALIKHAN**  
Principal Interior Designer



**RALPH LE ROUX**  
Principal-In-Charge Santa Cruz



**MONISHA ADNANI**  
Principal Architect  
Performing Arts Designer



**STEPHEN KING**  
Senior Project Architect /  
Quality Control



**HENRIK MALINOWSKI**  
Specifications & CA Support



**ANDREW FULLERTON**  
Project Manager



**MELISSA SCHRAMM**  
Interior Designer

*Project Support*  
Caitlin Gilbert  
Frances Tracy-Black  
Daniel Pourkeramati  
Ken Schwartz

**CONSULTANT TEAM**

Structural Engineer  
**Hohbach-Lewin**

Civil Engineer  
**Whitson Engineers**

MEP/FP/T/AV/Security Engineers  
**Design West Engineering**

Landscape Architect  
**Tanaka Design**

Cost Estimator  
**Sierra West Group**

**THEATRE TEAM**

Theatrical Design  
**Rose Steele Theatre Consulting**

Acoustical Design  
**Chu & Dohn Associates**

Theatre Audio-Visual  
**Shalleck**



The Shalleck Collaborative Inc.



# PERFORMING ARTS PORTFOLIO



DEDICATED TO PROJECTS THAT ENRICH THE COMMUNITY



## PERFORMING ARTS EXPERIENCE

As architects, we recognize and embrace our role as stewards of your money, resources, and trust. It is our belief that good design is inherently sustainable and does not cost more. Good design is not only about color or style, but also creates symbiosis between the experience, the social and academic context, the budget and the impact on the surrounding environment.

### SANTA BARBARA CENTRE FOR THE PERFORMING ARTS

Granada Theatre Restoration & Addition

### SOLVANG FESTIVAL THEATRE

Amphitheater Renovation

### CITY OF GLENDALE

Alex Theatre Renovation

### FRIENDS OF THE FOX THEATRE

Fox Visalia Theatre Assessment Report

### METROPOLITAN THEATRES

Arlington Theatre Renovation

### CITY OF THOUSAND OAKS

Kavli Theatre Lobby Renovation

### ENSEMBLE THEATRE COMPANY

Victoria Hall Theatre Renovation & Addition

### LOBERO THEATRE

Founders Room & Seismic Upgrades

### RIVERA THEATRE

Modernization

### MUSIC ACADEMY OF THE WEST

Hahn Hall Renovation  
Main House Addition  
Lehrer Music Studio  
Clayssens Practice Studios  
Campus-Wide Needs Assessment / Master Plan

### UNIVERSITY OF CALIFORNIA, SANTA BARBARA

Magic Lantern Theatre Renovation & Addition  
Lotte Lehman Concert Hall

### UNIVERSITY OF LA VERNE

Morgan Auditorium Renovation

### CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SLO

Choral Rehearsal Room 2018

### RIO HONDO COLLEGE

Wray Theatre & Music Building Feasibility Study  
Fine Arts Feasibility Study

### COLLEGE OF THE DESERT

Stagecraft Shop

### CUESTA COLLEGE, NORTH COUNTY CAMPUS

Performing Arts Center Feasibility Study

### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Crafton Hills College Performing Arts Center Mod.  
Crafton Hills College Theater Feasibility Study

### SAN BERNARDINO VALLEY COLLEGE

Auditorium Building Renovation Study

### SANTA BARBARA UNIFIED SCHOOL DISTRICT

La Cumbre Junior High Theater Modernization

### ATASCADERO UNIFIED SCHOOL DISTRICT

Atascadero High School Black Box  
Atascadero Fine Arts Academy

### GILROY UNIFIED SCHOOL DISTRICT

Gilroy High School Theatre Feasibility Study

### TEMPLETON UNIFIED SCHOOL DISTRICT

Templeton HS Performing Arts Center

### WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

Golden Valley HS Performing Arts Center Modernization  
West Ranch HS Performing Arts Center Modernization  
Saugus HS Performing Arts Center Study  
Canyon HS Performing Arts Center Study

### MCA CONCERTS \*

Molson Canadian Amphitheater

### MUCKLESHOOT INDIAN TRIBE \*

White River Amphitheater

\*Project Experience for Senior Principal Architect Alan Kraeeker prior to joining 19six Architects



# PROGRESS



Meeting 1 – September 3<sup>rd</sup> 2020 Kick-off

Meeting 2 – October 2<sup>nd</sup> 2020 Precedent Studies

Meeting 3 – October 9<sup>th</sup> 2020 Precedent Study

Meeting 4 – October 16<sup>th</sup> 2020 Feedback

Meeting 5 – January 29<sup>th</sup> 2021 Program study

Programming & Concept Design

Topographical Survey Complete

Next Step: Schematic Design

## ● PRECEDENT STUDY



San Lorenzo Valley High School  
PAC – 210 seats



Campbell Union High School PAC/Multi-  
Purpose – 210 seats

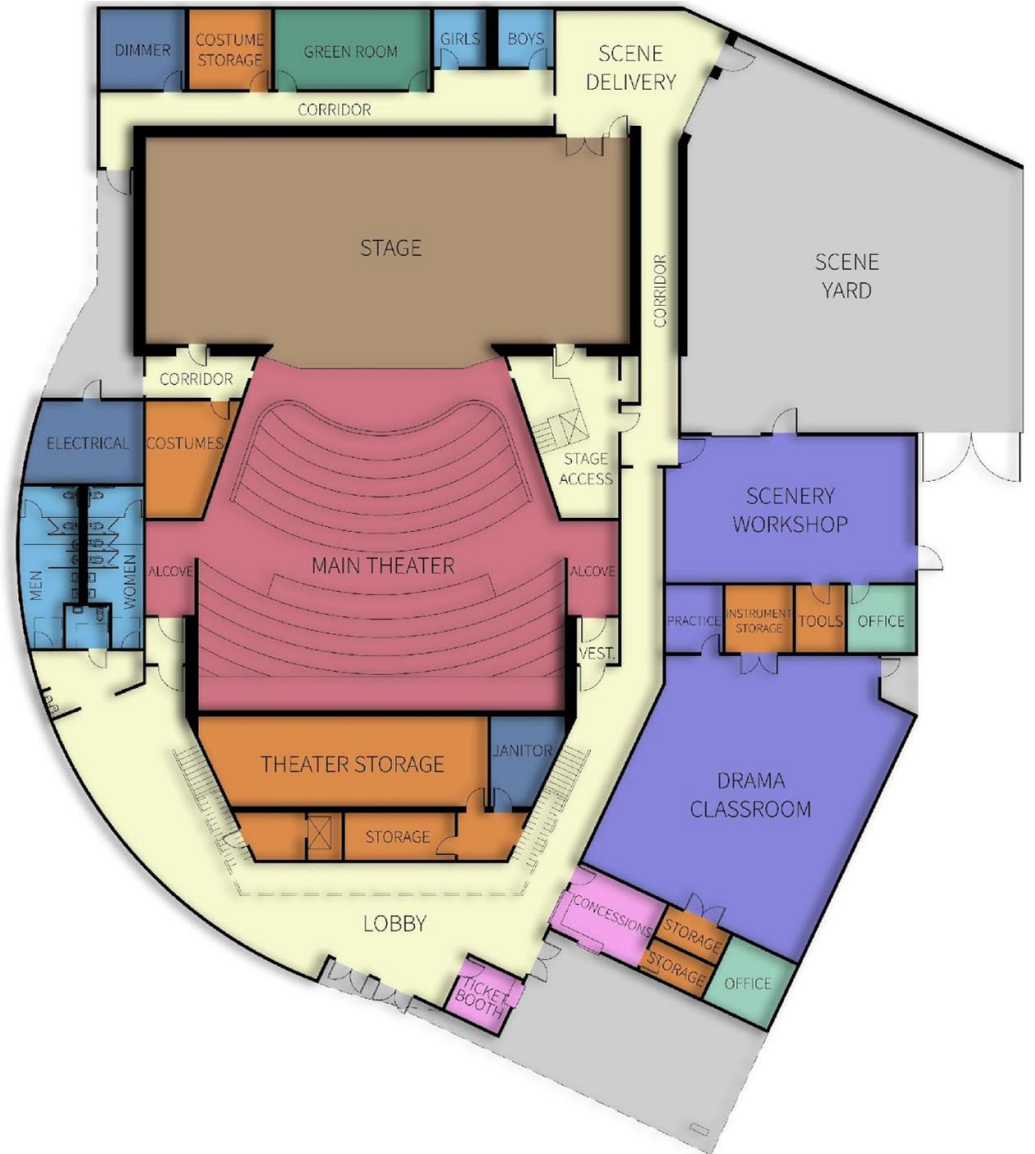


Aptos High  
School PAC – 450 seats



Woodside High  
School PAC – 475 seats

# SOQUEL HIGH SCHOOL – PERFORMING ARTS CENTER CONCEPT



SCCS  
October 23, 2023  
EDUCATOR  
WORKFORCE  
HOUSING  
COMMUNITY  
MEETING

- Short Presentation
- Questions & Answers



# EDUCATOR HOUSING MILESTONE TIMELINES

- Design Development 5 Months
- Planning & Entitlement / CEQA 9 Months
- Construction Documentation 4 Months
- Building Permit 3 Months
- Construction Phase 22 Months

ALTERNATIVE DESIGN BUILD ENTITY  
TIMELINES TO PERFORM

**DESIGN PERIOD 300 DAYS**

**CONSTRUCTION PERIOD 660 DAYS**

*DOES NOT INCLUDE PERMITTING &  
APPROVAL TIMES*

## Occupancy Goal – June 2027



# *QUESTIONS*



Thank You

**WorkSANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** New Business: Secondary World Language Curriculum Adoption

**MEETING DATE:** November 8, 2023

**FROM:** Dorothy Cotio, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the adoption of Vista’s Senderos Spanish Curriculum for the District’s secondary Spanish program and approve the adoption of Vista’s D’Accord for the District’s secondary French program.

**BACKGROUND:**

The current World Language textbooks in SCCS were adopted over 15 years ago. The current texts are not aligned to the state’s recent release of new World Language standards. In addition, these texts are no longer in print and have no online resources. Thus, the district is in great need of an updated world language adoption.

The district followed the California Department of Education guidance and process for adopting the World Language curriculum. The timeline and process is outlined below.

**World Language Adoption Timeline and Process**

<b>Date</b>	<b>Actions</b>
September 2022	<p><b><u>Draft World Language Curriculum Adoption Process &amp; Timeline</u></b></p> <ul style="list-style-type: none"> <li>● Director of Learning &amp; Achievement drafts a basic World Language curriculum adoption plan (including a timeline), begins to do research &amp; gather resources to put together a more detailed plan.</li> <li>● Director sends out the draft plan &amp; asks for feedback from World Language teachers.</li> </ul>
Oct - Dec 2022	<p><b><u>Research, Gather Curriculum, &amp; Further Define the Pilot Process</u></b></p> <ul style="list-style-type: none"> <li>● Director of Learning &amp; Achievement researches CA Dept of Ed World Language Curriculum adoption guidelines and resources &amp; puts together a detailed plan in alignment with the California Department of Education &amp; SCCS Board Policies</li> <li>● Director of Learning &amp; Achievement reaches out to all publishers with World Language curriculum meeting the state criteria for adoption &amp; requests both hard copies and digital access for teacher review</li> </ul>

**AGENDA ITEM: 8.2.2.1**



	<ul style="list-style-type: none"> <li>•</li> </ul>
December 2022	<p><b><u>Communication on Updated World Language Curriculum Adoption/Pilot Process</u></b></p> <ul style="list-style-type: none"> <li>• Director of Learning &amp; Achievement sends out communication to all World Language teachers regarding the detailed curriculum adoption plan &amp; asks for feedback.</li> </ul>
January 9, 2023	<p><b><u>World Language Curriculum Screening</u></b></p> <ul style="list-style-type: none"> <li>• Afternoon of January 9th Professional Development Day (1:00 - 3:30pm) → All World Language teachers met to review the curriculum adoption process &amp; did a “paper screening” of all the curricular materials under review. Staff used a rubric to rate each of the curriculum and then discussed initial perceived curriculum strengths, weaknesses, and areas for further research. Staff used this process to “weed out” curriculum that they are not interested in piloting. The goal was to determine 2 - 3 curriculum to pilot. (<a href="#">January 9th WL Agenda, slide deck</a> for Jan 9, &amp; <a href="#">WL Curriculum Review Rubric</a>)</li> <li>• World Language Teachers let the Director of Learning &amp; Achievement know if they were interested in being a pilot teacher. Ideally, there are at least 2 pilot teachers at each high school and multiple courses are involved in the pilot. Staff discuss who else needs to be involved in the pilot (e.g. RSP teachers, site admin, parents, elementary TWI teachers, etc.)</li> <li>• Ask for World Language Pilot Teacher input on whether or not to pilot multiple curriculums at the same time so that each pilot teacher pilots only one curriculum or if pilot teachers want to pilot all the curriculums, which will necessitate a longer pilot period</li> </ul>
January 2023	<p><b><u>Pilot Training for Carnegie’s ¡Que Chevere! → 1st Pilot → Meeting for Pilot Teachers Only (release day)</u></b></p> <ul style="list-style-type: none"> <li>• <b>Morning</b> - Professional Development from the publishers on the 2-3 different curriculums that were piloted</li> <li>• <b>Afternoon</b> - Planning time for teachers to begin planning lessons/units to be used in the pilot</li> </ul>
February-March 2023	<p><b><u>Teachers Pilot at least one unit from their pilot curriculum (Carnegie’s ¡Que Chevere!)</u></b></p> <ul style="list-style-type: none"> <li>• Pilot teachers also ask for student input on the pilot &amp; engage students in the process of evaluating the curriculum for strengths and weaknesses.</li> </ul>
April 2023	<p><b><u>Debrief Pilot w/ all Pilot teachers (2 Hour meeting after school) – this was a mandatory meeting for all pilot teachers, but an optional meeting for all World Language teachers</u></b></p> <ul style="list-style-type: none"> <li>• Determine the strengths &amp; weakness of each curriculum from both the teacher &amp; student perspective</li> </ul>

	<ul style="list-style-type: none"> <li>● Use the rubric &amp; California Department of Education guidelines for curriculum adoption to frame the discussion</li> <li>● Determine if there is a clear “winner”</li> <li>● Plan for sharing of pilot information with all World Language teachers</li> <li>● Google form is sent to all meeting participants to vote for the curriculum they felt best meets both our student needs/population &amp; meets the state requirements for World Language curriculum</li> </ul>
August 2023	<b><u>Pilot Training for Vista’s Senderos - 2nd Pilot</u></b>
August-October 2023	<b><u>Teachers Pilot at least one unit from their pilot curriculum</u></b> <ul style="list-style-type: none"> <li>● Pilot teachers also ask for student input on the pilot &amp; engage students in the process of evaluating the curriculum for strengths and weaknesses.</li> </ul>
October 2023	<b><u>Final Adoption Meeting</u></b> <ul style="list-style-type: none"> <li>● Optional meeting for all World Language Teachers to discuss the outcomes of the pilot, review the Google survey from teachers, and determine next steps.</li> <li>● If pilot committee &amp; general consensus is a recommendation to move forward with a World Language textbook adoption, this recommendation is given to the board for approval in November</li> <li>● If the recommendation is to move forward with a district curriculum map &amp; teacher created materials, determine teachers from each school at each grade level to sit on this committee and hold the first meeting before the end of the school year to outline purpose, goals, and timeline for generating teacher generated curriculum maps &amp; curriculum.</li> </ul>

In debriefing both pilot curriculums with teachers and in reviewing feedback from students, the feedback identified Vista’s Senderos Spanish program as the highest rated by teachers and students.

The strengths of the Curriculum identified through teacher and student feedback include:

- The curriculum is standards-aligned and employs a number of high-impact strategies including learning intentions and success criteria for each unit.
- Clear scope and sequence and suggested pacing guide with timing for each component.
- It engages students in speaking, listening, reading and writing multiple times in each unit.
- The audio and video components in addition to the visuals are an essential feature of the curriculum.
- The online platform contains rich content that offers additional opportunities for practice and reinforcement as well as for enrichment.

The District has one French program at Santa Cruz High School. The French teacher is using the French version of the Senderos Curriculum. Her students concur that it is a quality program. Staff recommend that the French texts also be adopted along with the new Spanish texts.

**FISCAL IMPACT:**

\$466,892 LCFF Base (Unrestricted) 8 year curriculum license

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management





# COST PROPOSAL

Quote Prepared On October 31, 2023  
 Quote Valid Through October 15, 2024  
 Quote No. 2310140480  
 Version No. 2

Prepared For
Julia Hodges Santa Cruz City School District 133 Mission St. Suite 100 Santa Cruz, CA 95060

Prepared By
Valary Cruz vcruz@vistahigherlearning.com (866) 647-5628 Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

AP Spanish 3e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
4	978-1-54339-158-9	AP Spanish 3e Student Edition(Paperback) (10-Pack)	\$299.95	\$1,199.80	\$1,199.80

Daccord 2024					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
2	978-1-54339-039-1	Daccord 2024 Level 1 CE (10-Pack)	\$299.95	\$599.90	\$599.90
3	978-1-54339-039-1	Daccord 2024 Level 1 CE (10-Pack)	\$299.95	\$899.85	\$0.00
43	978-1-54339-791-8	Daccord 2024 Level 1 Student Edition(Hardcover) + PRIME (8 year license)	\$276.95	\$11,908.85	\$11,908.85
2	978-1-54339-040-7	Daccord 2024 Level 2 CE (10-Pack)	\$299.95	\$599.90	\$599.90
2	978-1-54339-040-7	Daccord 2024 Level 2 CE (10-Pack)	\$299.95	\$599.90	\$0.00
33	978-1-54339-800-7	Daccord 2024 Level 2 Student Edition(Hardcover) + PRIME (8 year license)	\$276.95	\$9,139.35	\$9,139.35
2	978-1-54339-041-4	Daccord 2024 Level 3 CE (10-Pack)	\$299.95	\$599.90	\$0.00
2	978-1-54339-041-4	Daccord 2024 Level 3 CE (10-Pack)	\$299.95	\$599.90	\$599.90
45	978-1-54339-803-8	Daccord 2024 Level 3 Student Edition(Hardcover) + PRIME (8 year license)	\$276.95	\$12,462.75	\$12,462.75

Professional Development					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
2	WBNR002	Professional Development WL Product Training: Remote/Webinar (3 hours)	\$750.00	\$1,500.00	\$0.00

Senderos 2023					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
23	978-1-54337-063-8	Senderos 2023 Level 1 Practice Workbook (10-pack)	\$299.95	\$6,898.85	\$6,898.85
24	978-1-54337-063-8	Senderos 2023 Level 1 Practice Workbook (10-pack)	\$299.95	\$7,198.80	\$0.00
465	978-1-54338-566-3	Senderos 2023 Level 1 Student Edition + PRIME(8 year license)	\$276.95	\$128,781.75	\$128,781.75
9	978-1-54335-794-3	Senderos 2023 Level 1 Teacher Edition	\$151.95	\$1,367.55	\$0.00



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24	978-1-54337-087-4	Senderos 2023 Level 2 Practice Workbook (10-pack)	\$299.95	\$7,198.80	\$0.00
24	978-1-54337-087-4	Senderos 2023 Level 2 Practice Workbook (10-pack)	\$299.95	\$7,198.80	\$7,198.80
487	978-1-54338-545-8	Senderos 2023 Level 2 Student Edition + PRIME(8 year license)	\$276.95	\$134,874.65	\$134,874.65
9	978-1-54335-808-7	Senderos 2023 Level 2 Teacher Edition	\$151.95	\$1,367.55	\$0.00
14	978-1-54337-095-9	Senderos 2023 Level 3 Practice Workbook (10-pack)	\$299.95	\$4,199.30	\$4,199.30
15	978-1-54337-095-9	Senderos 2023 Level 3 Practice Workbook (10-pack)	\$299.95	\$4,499.25	\$0.00
283	978-1-54338-548-9	Senderos 2023 Level 3 Student Edition + PRIME(8 year license)	\$276.95	\$78,376.85	\$78,376.85
6	978-1-54335-814-8	Senderos 2023 Level 3 Teacher Edition	\$151.95	\$911.70	\$0.00
75	978-1-54338-490-1	Senderos 2023 L4 Student Edition + PRIME(8 year license)	\$276.95	\$20,771.25	\$20,771.25
1	978-1-54335-820-9	Senderos 2023 L4 Teacher Edition	\$151.95	\$151.95	\$0.00

Temas 3e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
1	978-1-54339-658-4	Temas 3e TRB	\$96.95	\$96.95	\$0.00

Temas 3e & AP Spanish 3e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
20	978-1-54339-494-8	Temas 3e Student Edition + SupersitePI(7 year license) + AP Span 3e Student Edition + SupersitePI(7 year license)	\$294.95	\$5,899.00	\$5,899.00
31	978-1-54339-810-6	Temas 3e Student Edition + SupersitePI(8 year license) + AP Span 3e SupersitePI(8 year license)	\$314.95	\$9,763.45	\$9,763.45
40	978-1-54339-100-8	Temas 3e Supersite Plus + AP Spanish 3e Supersite Plus (5 year license)	\$202.95	\$8,118.00	\$8,118.00

Themes 2e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
6	978-1-54338-458-1	Themes 2e Student Edition + Supersite Plus(8 year license) + AP French Student Edition + Supersite Plus(8 year license)	\$334.95	\$2,009.70	\$2,009.70

<b>Total Value</b>	\$469,794.25
<b>Total Gratis</b>	\$26,392.20



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<b>Total Cost</b>	\$443,402.05
<b>Est. Shipping (5%)</b>	\$23,489.71
<b>Est. Grand Total Cost</b>	<b>\$466,891.76</b>

## Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full “Total Cost” amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the “Est. Shipping” amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
  - A copy of this Quote
  - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

**Vista Higher Learning**  
500 Boylston Street, Suite 620  
Boston, MA 02116  
**Email:** [orders@vistahigherlearning.com](mailto:orders@vistahigherlearning.com)  
**Phone:** (800) 269-6311, option 3  
**Fax:** (617) 426-5215

## Terms of Purchase



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By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

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- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

**Thank you for your business!**





# World Language Secondary Curriculum Adoption

November 8, 2023



# World Language Adoption Process

- Spanish & French Curriculum review began in January 2023
- ¡Que Chevere! (Carnegie) was piloted in spring 2023
- Senderos (Vista) was piloted in fall 2023
- Both curriculums have hard copy textbooks and online portals
- Pilot teachers met and debriefed after piloting each curriculum
- Student feedback was gathered on both curriculums
- **11 of 12 pilot teachers voted to adopt Senderos!** *(the 1 dissenting vote felt that Senderos was a good program and can live with the decision)*



# Student Feedback on Senderos Curriculum

Likes	Dislikes
Online portion (interactive, pictures, listening, videos, repetitive practice)	Online portal is hard to navigate
Structured well	Overwhelming
Visuals support learning	Sensitivity to capitalizations, punctuation, etc.
Clarity in learning	Confusing instructions
Helps me learn Spanish better (e.g., different activities to help learn one topic, visuals, repetition) (62% agreed & 29% somewhat agreed)	Don't like textbooks/textbooks are boring
Activities/lessons were more enjoyable than Que Chevere	Some dislike for online & that it needs Wi-Fi

**Staff Recommendation: Approve the Vista Spanish curriculum Senderos & French curriculum D'Accord for our World Language programs**



# Questions?



**SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** Staff Report: Annual California Assessment of Student Performance and Progress Test Results

**MEETING DATE:** November 8, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**BACKGROUND:**

Spring of 2023 marks the second year that California Assessment of Student Performance and Progress (CAASPP) administration has occurred since the pandemic. These state assessments are given to students in grades three through eight, and grade eleven, in English Language Arts/Literacy and Mathematics. Science is administered in grades five, seven, and twelve. The purpose of these assessments is to give students, parents, teachers, schools, and districts information regarding individual students' level of proficiency, as well as trends in school and district proficiency data in reference to the California Common Core State Standards. The District also uses these assessments as a data point to help determine if we are getting closer to closing the achievement gap. In addition, California Assessment of Student Performance and Progress data is part of the California Dashboard, which is the accountability system. These scores are also part of each school sites' and the District's respective California Dashboards, which is the accountability system California uses to monitor school and district progress in a number of different indicators.

For each grade level and subject area, students receive a score that falls into one of four achievement levels: Standard Exceeded, Standard Met, Standard Nearly Met, and Standard Not Met. The tables and charts that follow report the combined percent of students who met or exceeded State standards.

When reviewing data, please consider that the State considers growth of 3% to be a gain beyond variance. 5% and above is statistically significant. The same applies for declines of -3% and -5% or greater.

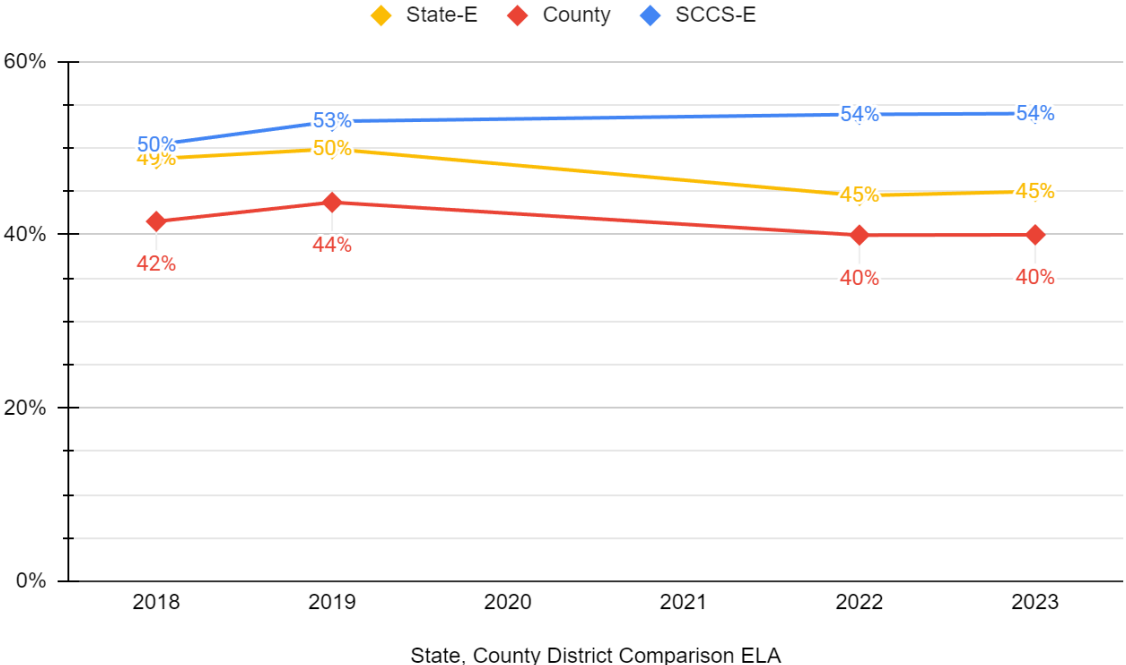
Many acronyms are used to refer to state identified student groups in the tables and charts to save space. See the table below for a key to acronyms used.

ELA	English Language Arts	CAASPP tests relating to English Language Arts
SPED	Students with Disabilities	A student who qualifies for Special Education because of a disability. These students have Individualized Educational Plans.
EL	English Learner	A student whose first language is something other than English who is in the process of acquiring English as a second language.
RFEP	Reclassified Fluent English Proficient	a student that was an English Learner, but has passed requirements to be English Proficient

**Elementary CAASPP English Language Arts**

English Language Arts scores continue to be flat, though higher than pre pandemic scores. The district performs higher than the State and County comparisons. Chart 1 shows those comparisons over time.

Chart 1: Elementary District compared to State and County averages: English Language Arts



Overall, the percentage of students meeting or exceeding standard in 2023 was 54%, the same as 2022. Chart 2 shows scores by grade level. 3rd grade scores increased, 4th grade scores were flat and 5th grade decreased slightly.

Chart 2: Elementary English Language Arts score comparison from 2019 to 2023

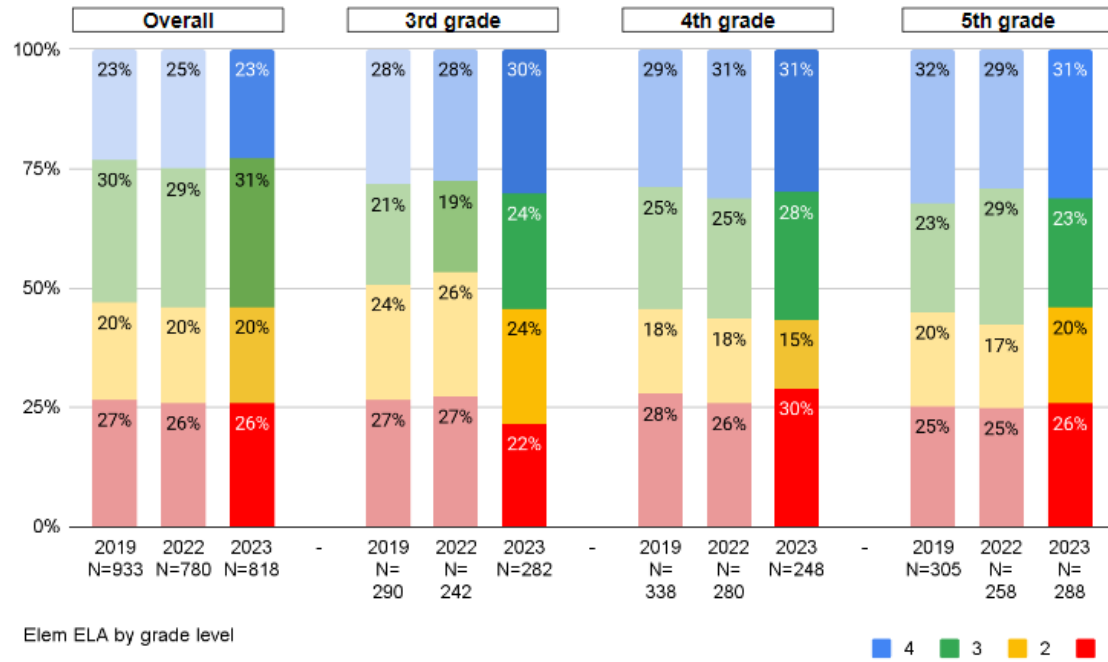
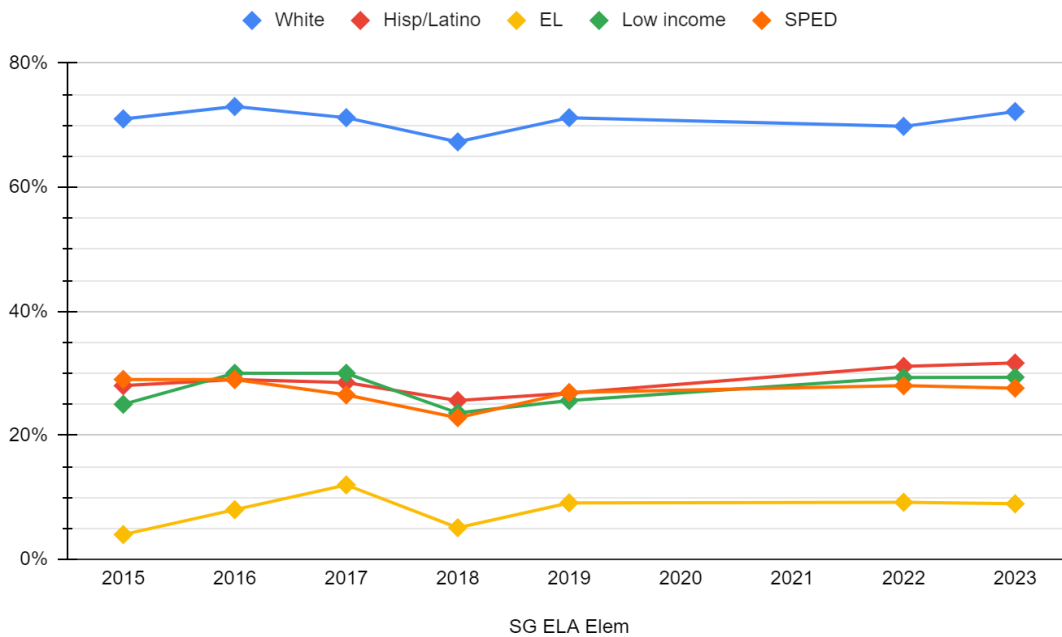


Chart 3 shows the percentage of different student groups meeting or exceeding standard from 2015-2023. Again, the scores are essentially flat, showing no growth, but also no decline. There is still a substantial achievement gap between white students and our other significant student groups. The white students' scores are more than 30% above the other groups.



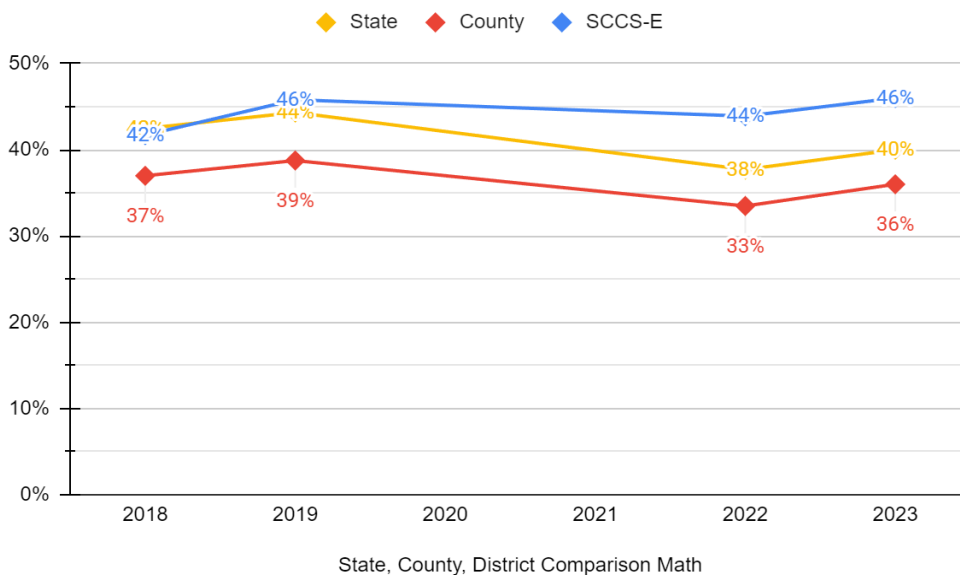
Chart 3: Elementary Student groups comparison from 2015-2023



**Elementary CAASPP Math:**

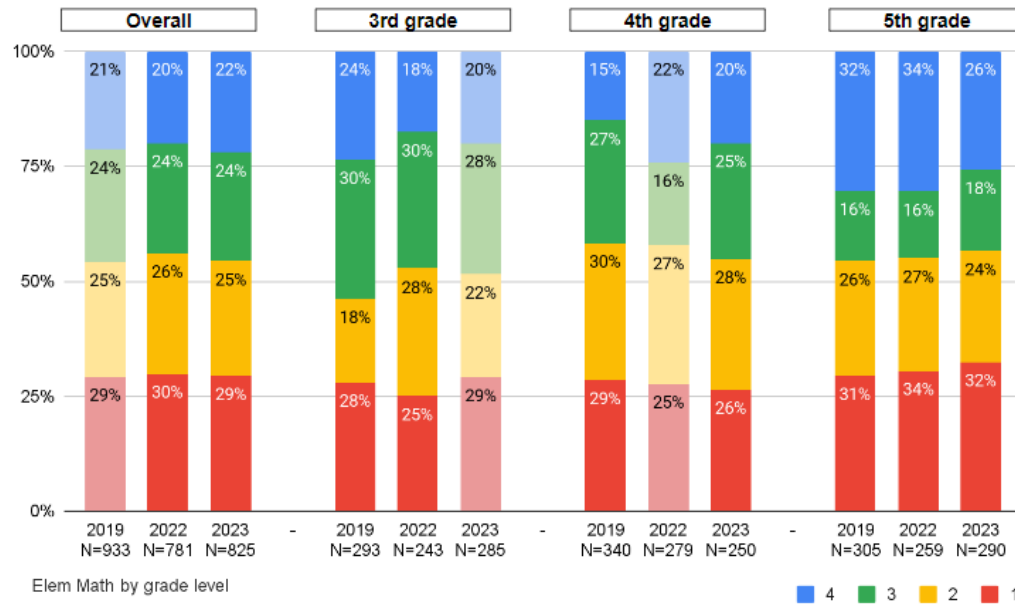
Elementary Math scores increased by 2%. But as with English Language Arts, scores are still well above State and County averages. Chart 4 shows the elementary math scores compared to State and County averages over the past 8 years.

Chart 4: Elementary scores compared to State and County 2015-2023



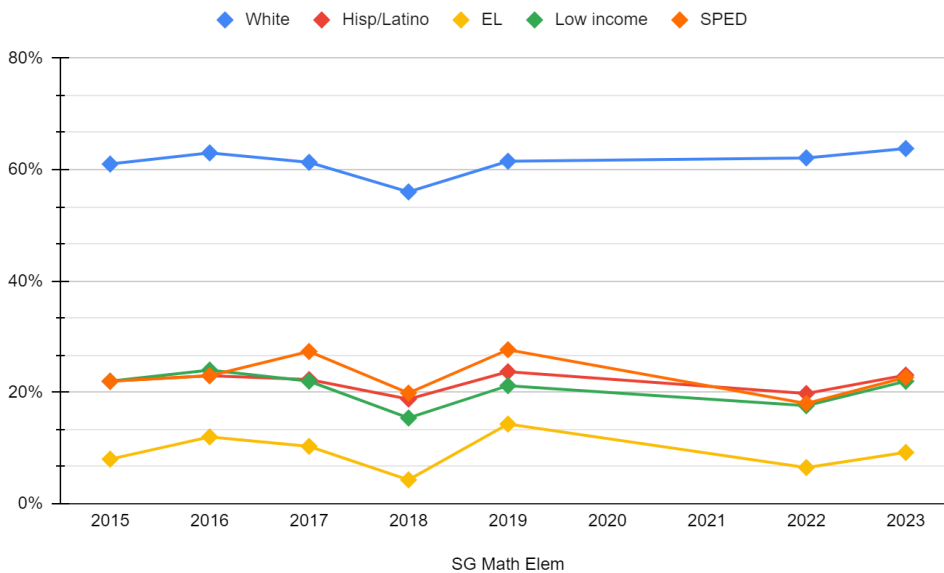
The grade level data is mixed in decreases and increases. 3rd grade saw the largest increase at 7%. 4th grade decreased 3%, while 5th grade decreased 4%. Chart 5 details the scores by grade level from 2019 to 2023.

Chart 5: Elementary Math score comparison from 2019 to 2023:



The student group data for math shows that the district continues to have a significant achievement gap between white students and our English Learners, Low income, Hispanic and Special Education students. Chart 6 shows scores over the past 9 years. All groups have a small increase, yet White students continue to outperform other student groups.

Chart 6: Elem Student Groups scores 2015-2023 Math



### Secondary CAASPP English Language Arts

Secondary 2023 CAASPP scores, in general, are flat in comparison with the 2022 CAASPP SCORES. That said, the district scores are still much higher than state and county averages, both of which also show flat scores. The chart below shows the secondary district CAASPP English Language Arts scores over time compared to state and county averages.

Chart 7: Secondary SCCS, Santa Cruz County, & State English Language Arts CAASPP Averages

#### Secondary English Language Arts: State, County, & SCCS

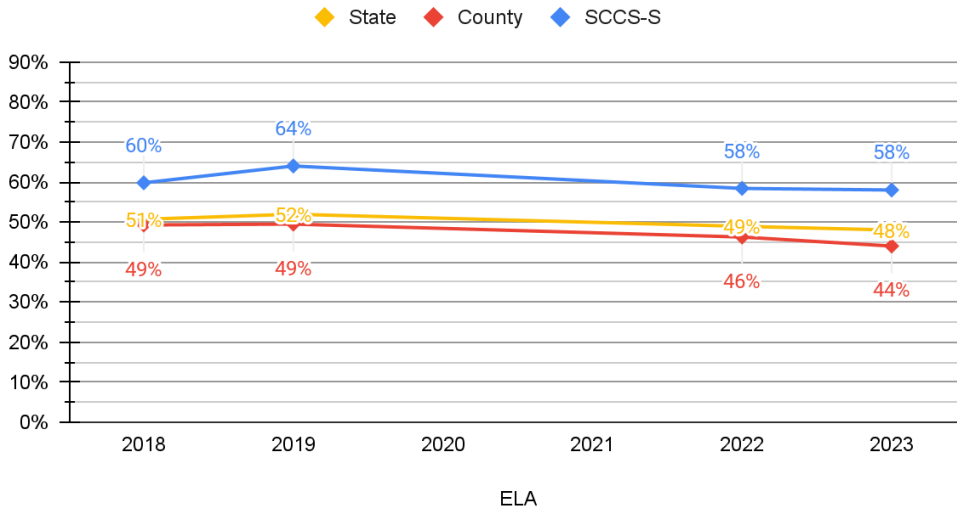
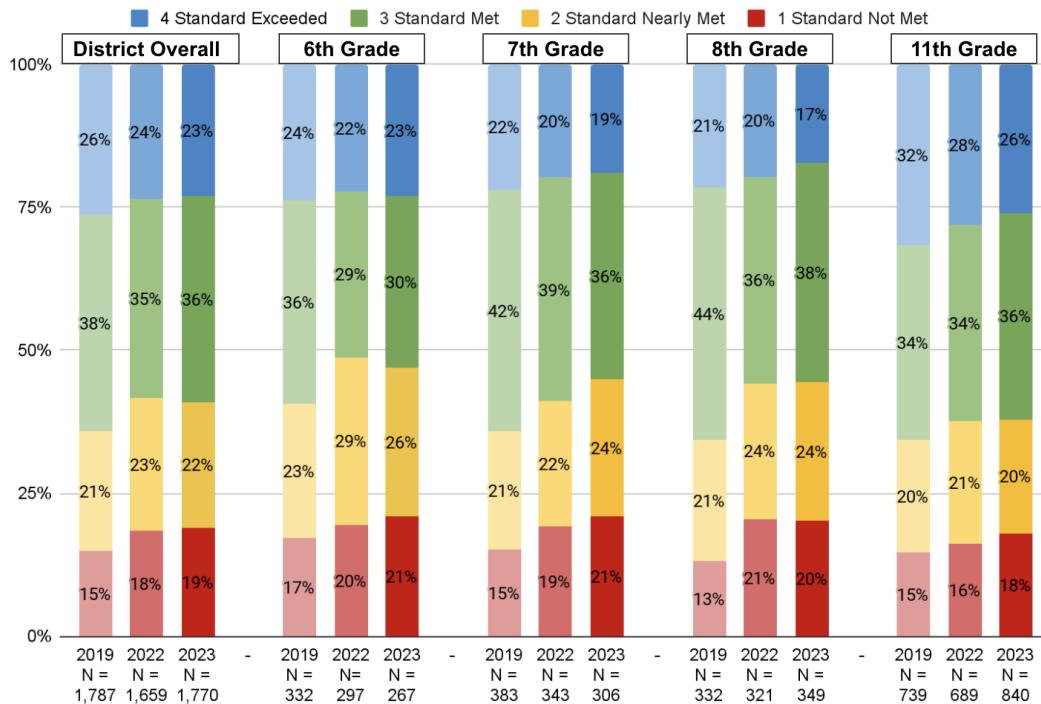
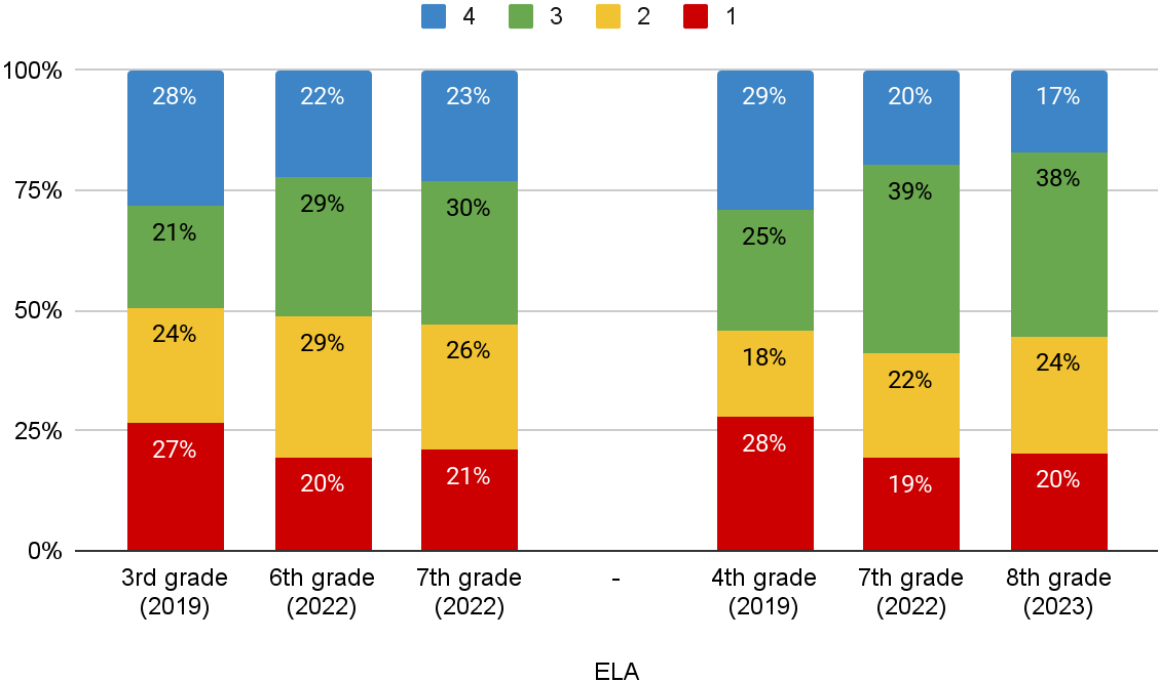


Chart 8: Secondary English Language Arts by Grade - 2019 to 2023



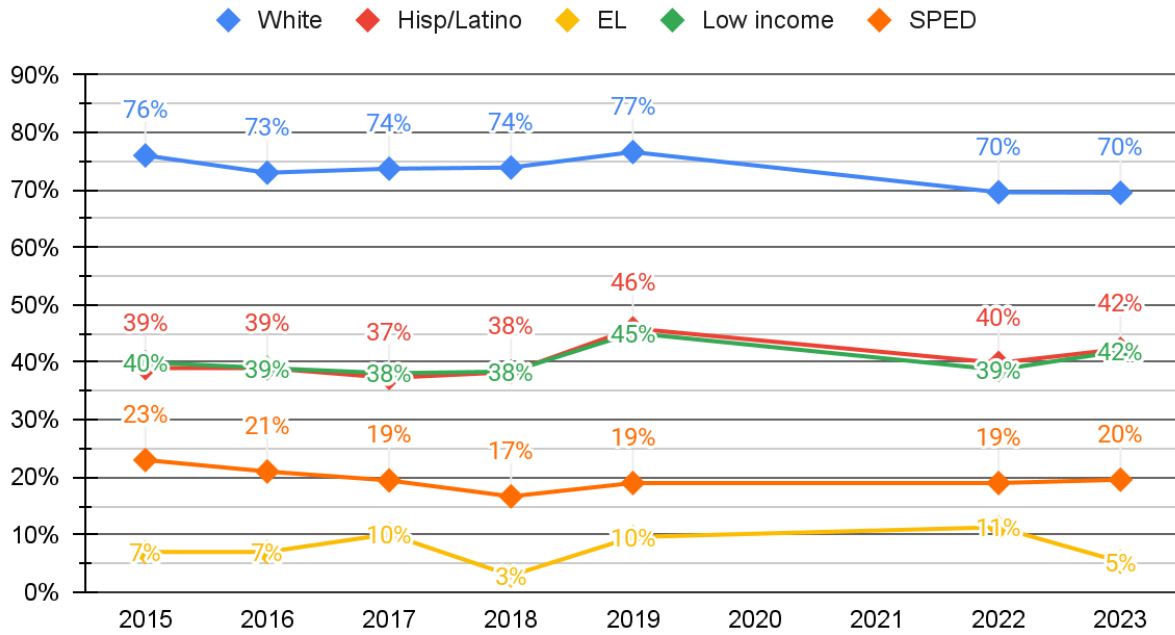
While there is still a decline when comparing current 2023 scores to 2019, pre-Covid scores, the 2023 scores are not significantly different. Especially when considering the English Language Arts Cohort data, we see that scores in 6th, 7th, and 8th grade proficiency levels increased from the last time students took the CAASPP in 2019 (the red band is shrinking over time and the combined green and blue bands are growing). See the chart below:

Chart 9: English Language Arts Cohort Data



When looking at student group data the English Language Arts scores for student groups are either flat or have increased (with the exception of English Learners, who decreased). Chart 10 shows the percentage of students in each student group meeting or exceeding standard from 2015-2023. A significant gap exists between the white student group and all other student groups.

Chart 10: Secondary English Language Arts Student Groups



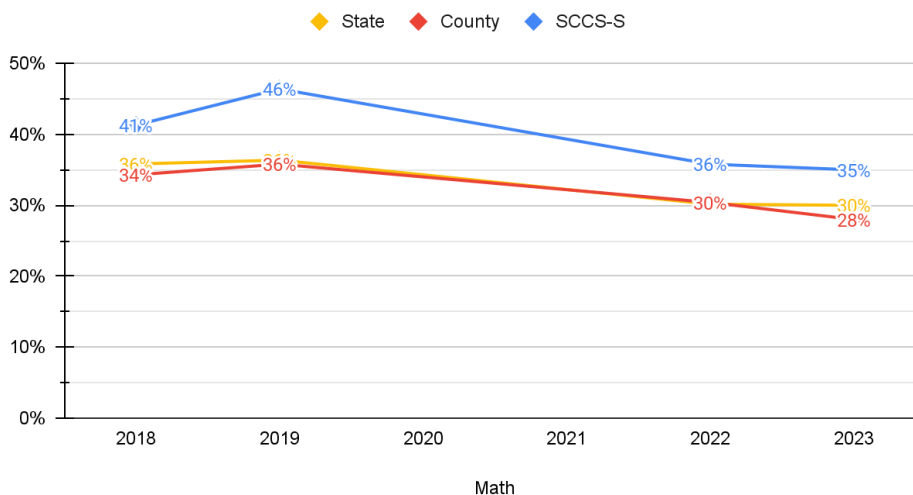
Secondary Student Groups - ELA

**Secondary CAASPP Math**

Similar to English Language Arts scores, 2023 Math CAASPP scores, in general, are flat in comparison with the 2022 CAASPP scores. That said, the district scores are still much higher than state and county averages, both of which also show flat scores. The chart below shows the secondary district CAASPP Math scores over time compared to state and county averages.

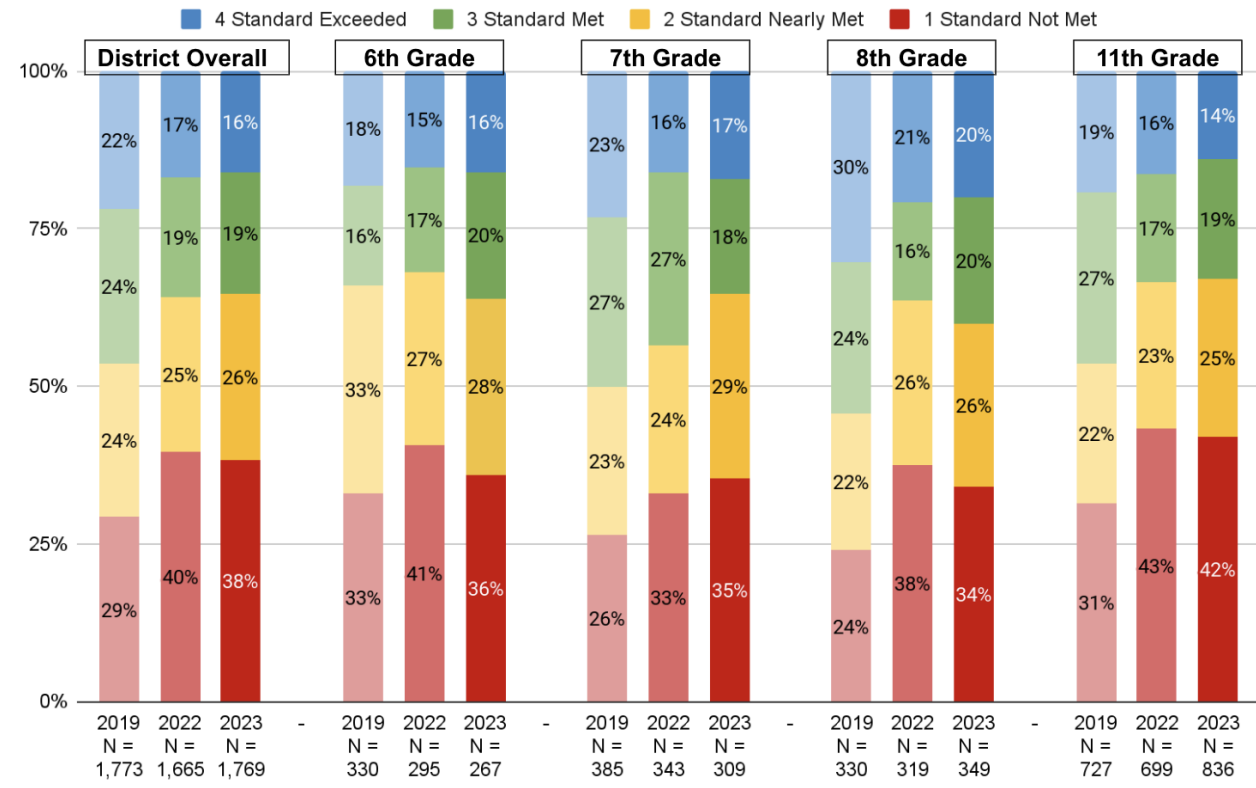
Chart 11: Secondary SCCS, Santa Cruz County, & State Math CAASPP Averages 2018 - 2023

Secondary Math CAASPP - State, County, & SCCS



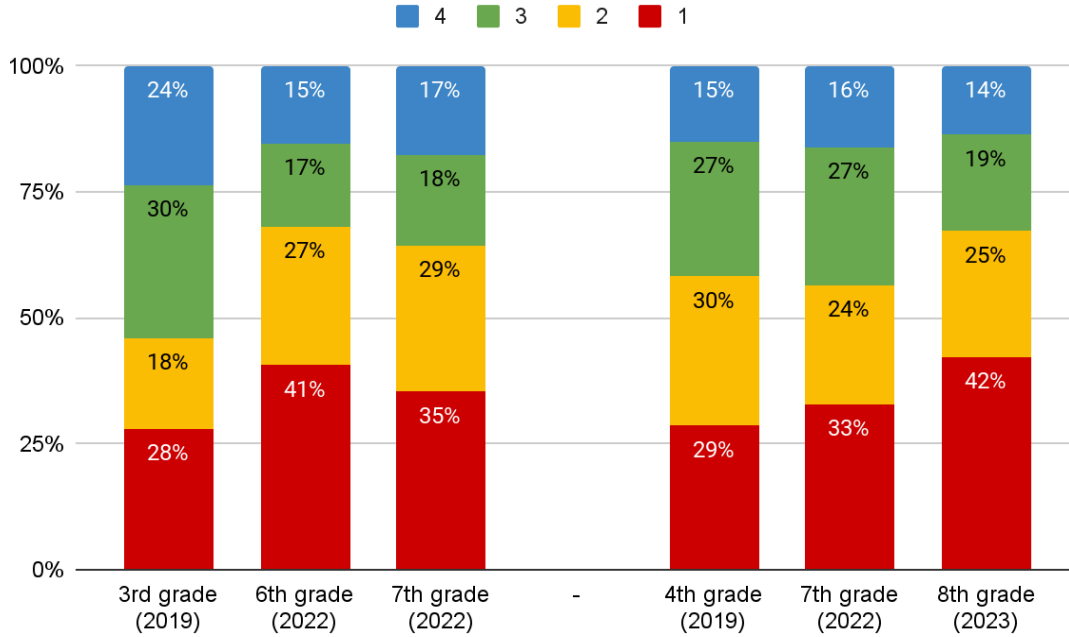
A breakdown of the overall secondary math scores by grade level are shown in the chart below. The chart shows the overall district data is flat in comparison to 2022 scores, and it also shows there are variances by grade level. 6th and 8th grade had higher scores than 2022 scores, and 7th grade had lower scores. 11th grade was relatively flat.

Chart 12: Secondary Math by Grade - 2019 to 2023



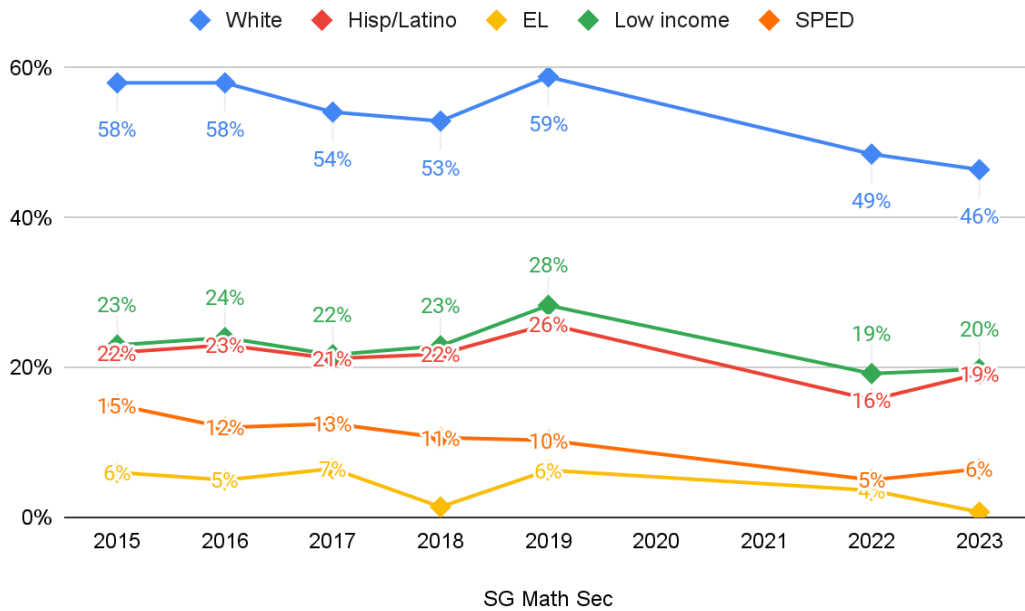
When looking at the math cohort data seen below in Chart 13, the 2023 7th grade cohort has increased 3% when compared to their 2022 scores. However, the 2023 8th grade cohort has decreased 10%.

Chart 13: Math Cohort Data



The student group data for math shows that the secondary district continues to have a significant achievement gap between white students and our English Learners, Low income, Hispanic and Special Education students. However, the Hispanic Latino student group did increase 3% when comparing 2023 scores to 2022 scores, and the white student group decreased 3%.

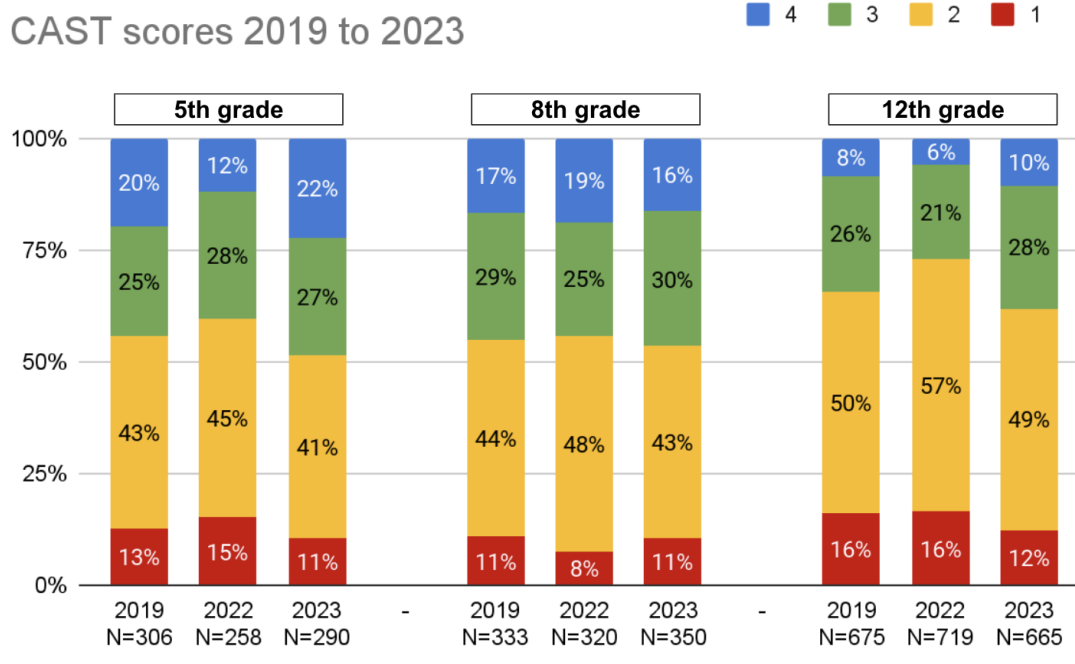
Chart 14: Secondary Math Student Groups



**Science:**

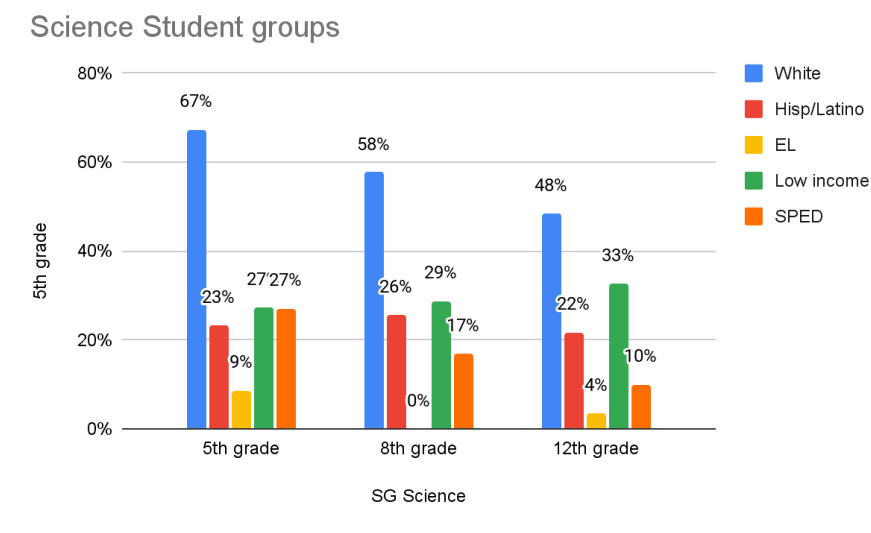
The California Science Test (CAST) was implemented in the spring of 2019 as part of the CAASPP administration for grades 5, 8, and 12. This means there are only three years of data to look at for this assessment, 2019, 2022, and 2023. In looking at the data (see below in Chart 15), all grade levels are at or above pre-pandemic scores.

Chart 15: Science (CAST) scores by grade level 2019 to 2023



Student group data in Science shows the same achievement gaps as in ELA and Math, though the gap is less pronounced in 12th grade. The district-wide focus on Integrated ELD strategies in content areas like science will help to increase these scores in future years.

Chart 16: Science (CAST) scores by student group





Similar to Math and English Language Arts scores, the district continues to score well above state and county averages in Science. See charts below for comparison data.

Chart 17: 5th Grade SCCS, Santa Cruz County, & State Science (CAST) Averages 2018 - 2023

### 5th Grade Science: State, County and SCCS

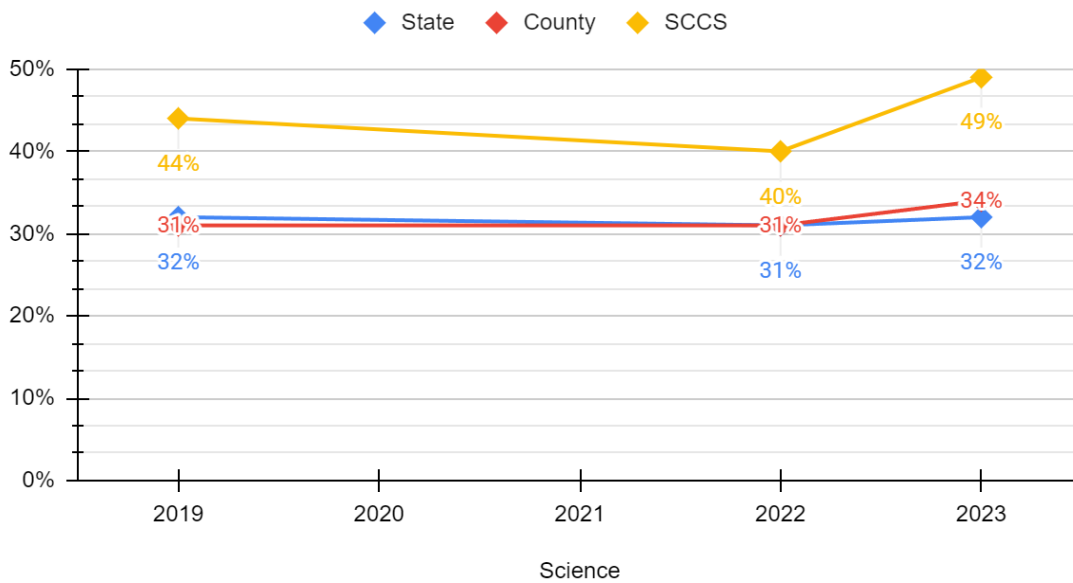


Chart 18: 8th Grade SCCS, Santa Cruz County, & State Science (CAST) Averages 2018 - 2023

### 8th Grade Science: State, County and SCCS

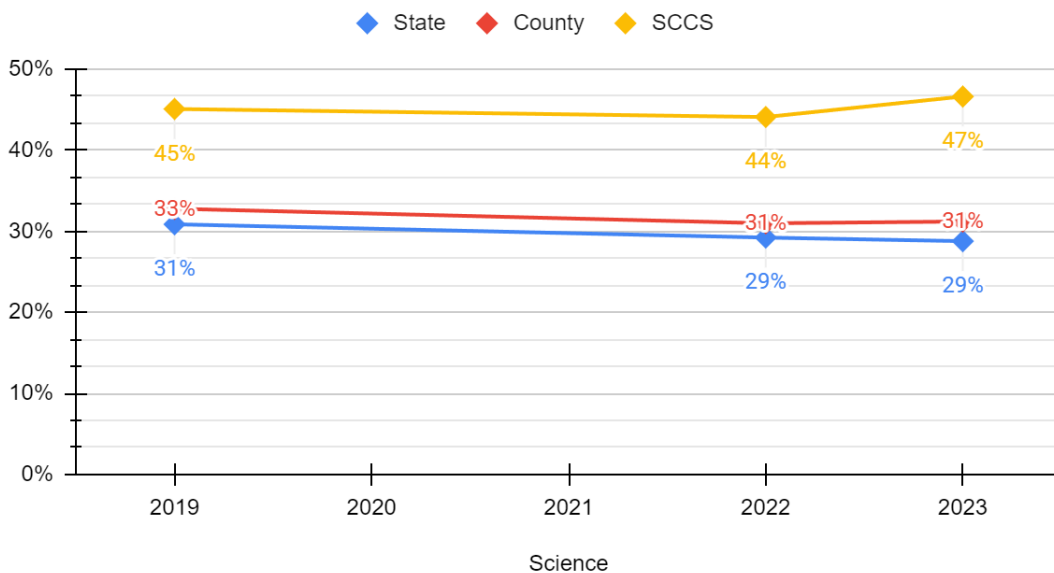
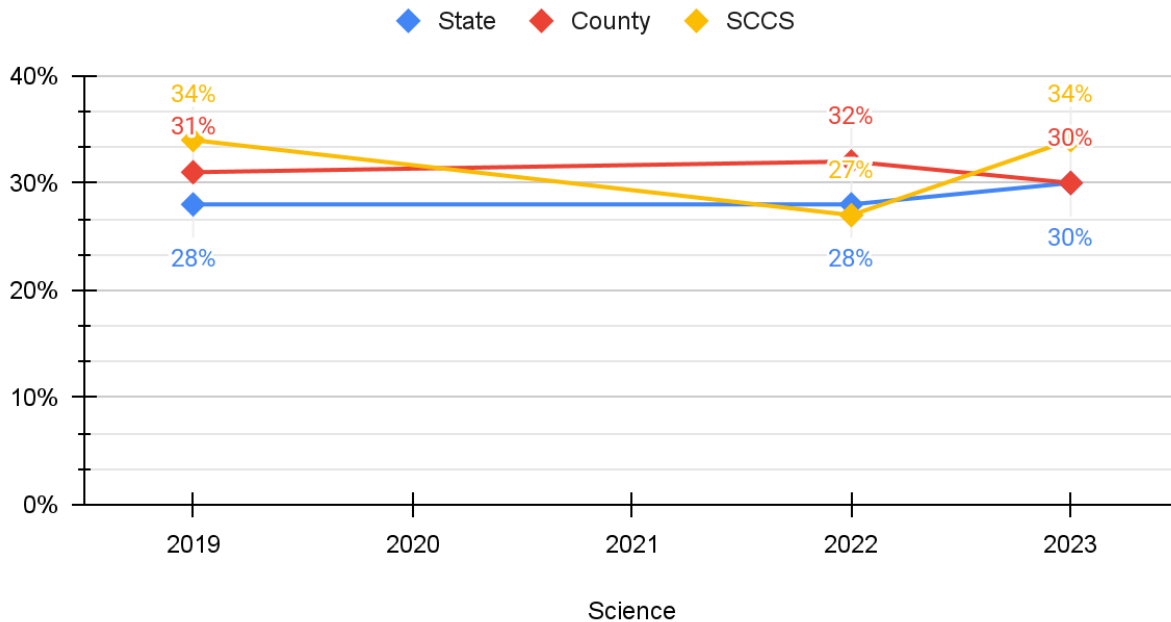


Chart 19: High School SCCS, Santa Cruz County, & State Science (CAST) Averages 2018 - 2023

## 11th & 12th Grade Science: State, County and SCCS



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### **Summary of Findings & Next Steps:**

Overall, 2023 CAASPP scores have either increased or are flat when looking at overall district scores. With a continued focus on high impact instructional strategies, including academic discourse and literacy across all content areas, as well as providing Math and English interventions and additional tutoring support, it is within reason to predict that our Math and English Language Arts scores will continue to increase in subsequent years as they did in pre-Covid years.

Additionally, it is important to keep in mind that CAASPP is a snapshot of student achievement that does not take into account the growth a student makes across a year. We use iReady and MAP assessments to monitor student growth throughout the school year.

### **Elementary:**

Over the past three years, sites have been working diligently to create a systematic intervention program to address learning gaps, and to improve tier 1 instruction for all students. As the program strengthens, there should be an increase in achievement scores. The following are a summary of the work that is being done to address student learning needs:

1. District-wide professional development in English Language Development: Focused work on improving instruction for ELs should lead to better CAASPP scores for our English Learner students.
2. Focus on History-Social Science and informational text: Though history-social science is not a tested subject, teachers are using the new history-social science curriculum to

better instruct students in informational text reading, which is a substantial component of the English Language Arts CAASPP test.

3. Small group instruction in all classrooms: Teachers are helping their struggling learners in small groups within the classroom as a part of Tier 1 instruction.
4. Standardized process for identifying students in need of intervention: RtI coordinators in ELA and Math coordinate identification of students in need, and coordinate small groups in class and pull out support to bring students up to grade level. This extra boost for students who are struggling can help them to increase their achievement levels.
5. Paraeducators trained in ELA and math to support students in classroom instruction and small groups.
6. Intervention curriculum to address specific needs: RtI teams use phonics and math intervention curriculums that help to target instruction to individual student needs.
7. After school programs at all sites to support the social-emotional and learning needs of students.
8. Summer School focused on struggling students: Program is designed with strategic interventions specifically for these students.

### **Secondary:**

Similar to elementary, secondary schools continue to focus on refining reading and math intervention programs at both the middle and high school levels and have also focused on high impact tier 1 instruction for all students. Below is a summary of the work that is being done to address student learning needs:

1. Professional Development on districtwide high impact instructional strategies: Teacher Clarity, Formative Assessment, Goal Setting, & Integrated English Language Development are on-going professional development focus areas for all secondary teachers.
2. District Common Formative Assessments: There are 4 district common formative assessments in every core academic course at every grade level. These are being used as part of the Professional Learning Community Cycle of Inquiry process. This practice focuses on analyzing student work and determining next instructional steps to further support student learning and proficiency.
3. iReady/MAP assessment growth progress monitoring: All secondary students in grades 6-10 are taking the iReady or MAP assessments 2-3 times per year to measure student growth in both reading and math. This data is used to bring students in and out of interventions as well as help determine the success of interventions and core programs.

4. Gamifying iReady assessments: Middle Schools are encouraging students to do their best on iReady assessments by making growth part of a schoolwide and personal “game”. Like video games, when students “level up” and meet growth targets they can earn prizes for themselves, their class, and their whole grade level.
5. Professional Learning Communities: All schools continue to focus on and refine their professional learning community practices as research shows this has the highest potential impact on student outcomes.
6. iReady Reading & Math My Path: The middle school continues to incorporate the iReady MyPath intervention lessons for all students in math as well as for students needing reading intervention. These lessons specifically target students’ areas of need based on their iReady assessment scores.
7. ELA Intervention & Math Plus Intervention sections: Both middle and high schools have Math Plus intervention periods as well as reading interventions.
8. Peer Tutoring: Both middle and high schools began a peer tutoring program two years ago and have seen peer tutoring to be an effective and invaluable resource. Peer tutors receive training from the Peer Tutor Coordinator at their school, and then are matched with intervention programs, math classes, or general tutoring programs that happen before and after school.
9. After school programs are in place at all sites to support the learning needs of students.
10. Summer School: Credit Recovery and a Math Bridge course for incoming 9th graders have been offered for the past three summers. These supports will continue to be offered in the upcoming summer.
11. Secondary Designated ELD Curriculum: Staff are investigating new Designated English Language Development Curriculum.
12. Visit to San Luis Coastal: Additional staff are going visit San Luis Coastal to learn more about their math program, as despite similar demographics, their CAASPP data is better than ours.

**FISCAL IMPACT:**

None

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

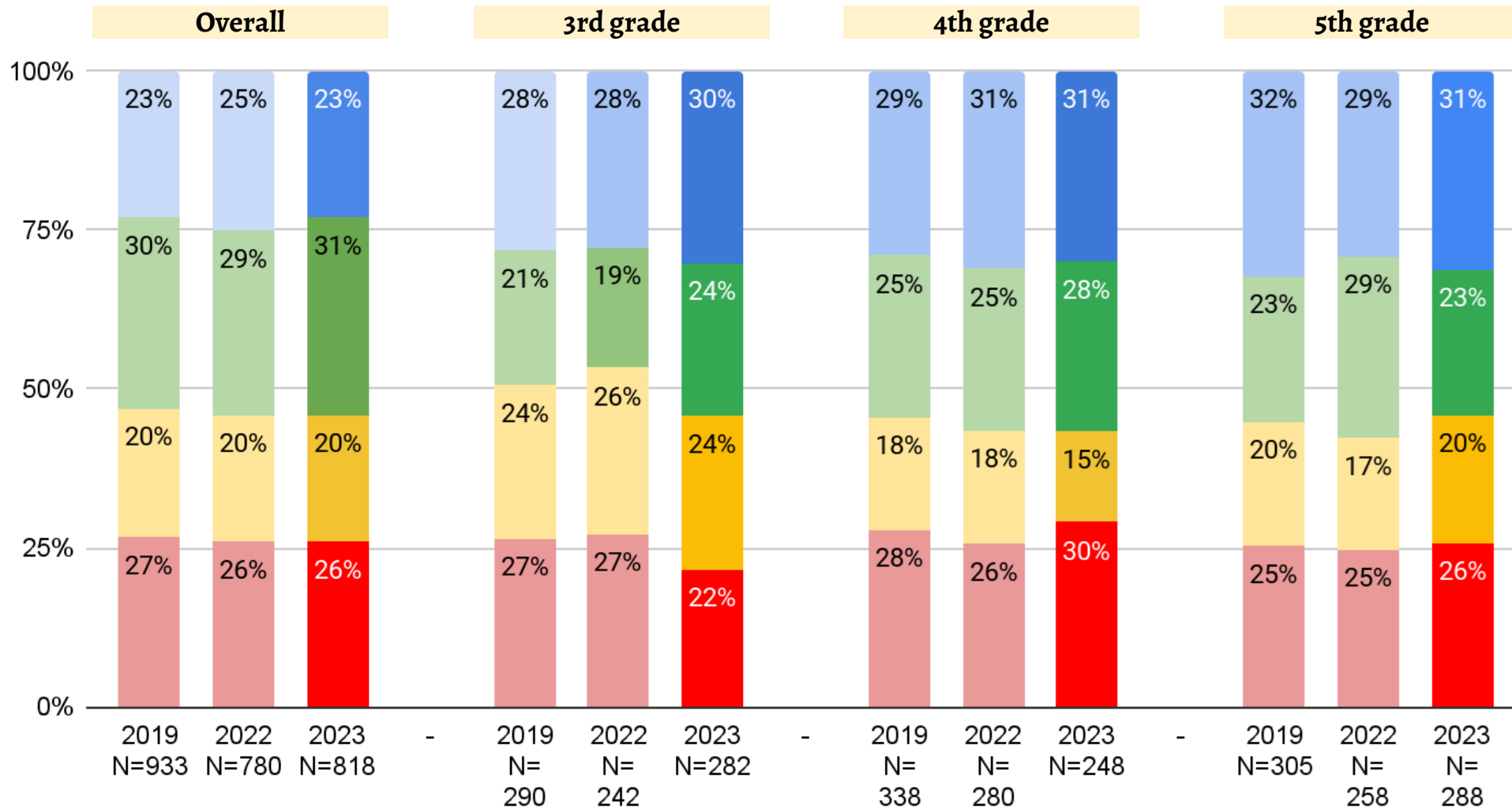
# 2023 California Assessment of Student Performance and Progress (CAASPP) Scores

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November 8, 2023



# Elementary ELA overall and grade level



Overall elementary scores are flat at 54% proficient and above.

3rd grade scores increased 7%.

4th grade scores increased 3%.

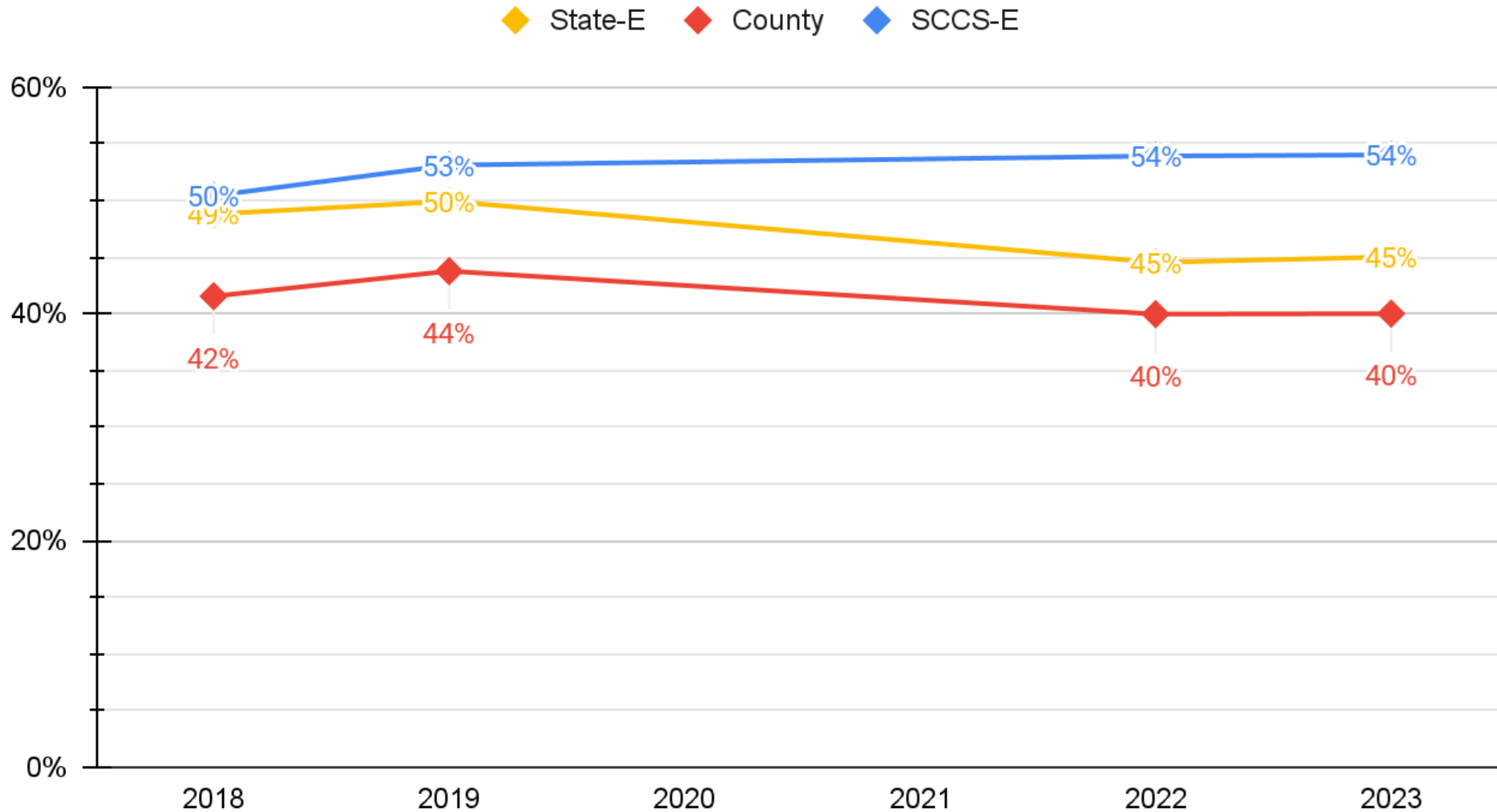
5th grade scores decreased 4%.

Elem ELA by grade level

4 3 2 1



# Elementary State, County District Comp- ELA

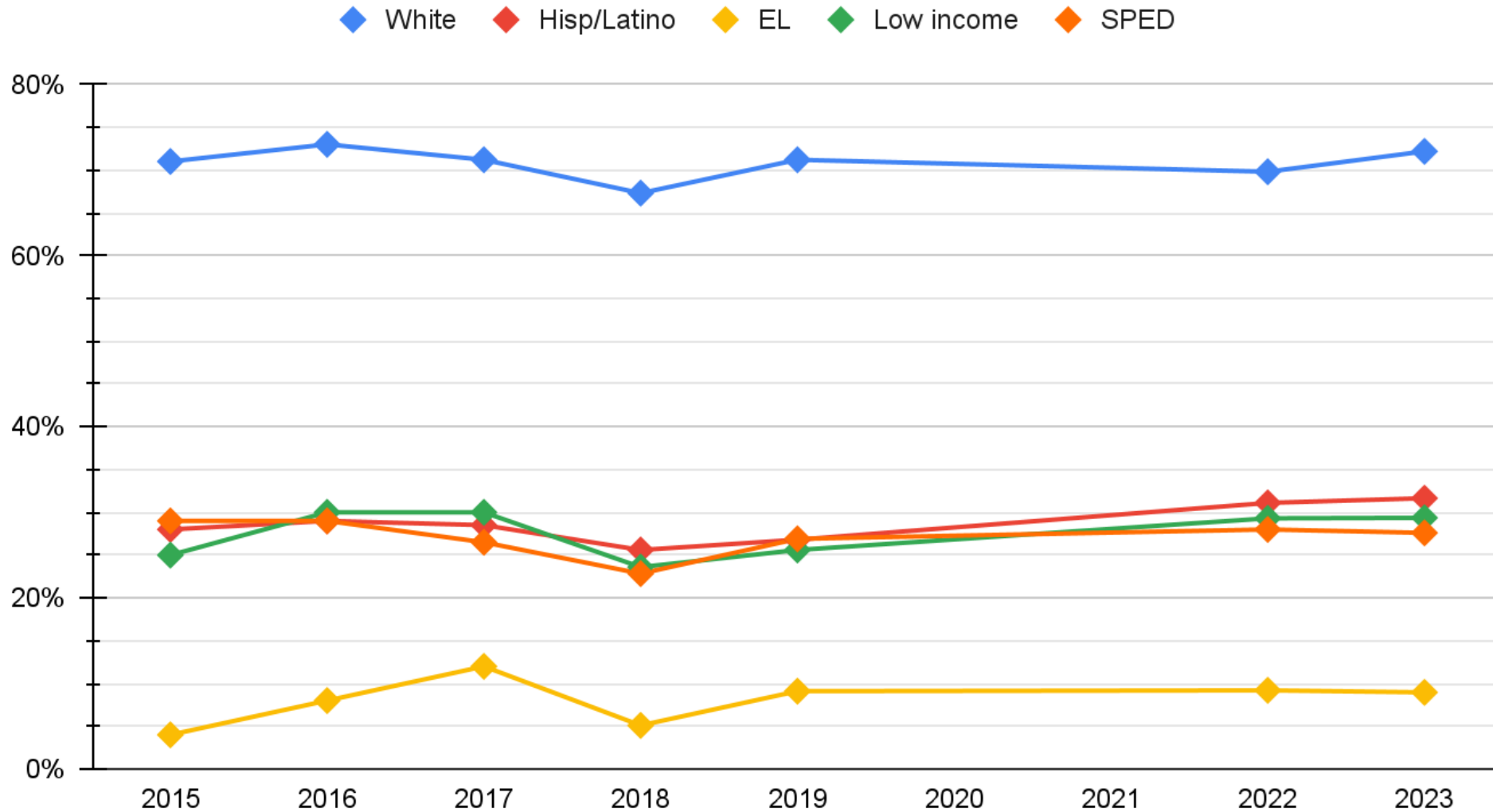


SCCS Elementary English Language Arts scores continue to far outpace state and county data.

SCCS data continues to be higher than pre-pandemic years.



# Elementary ELA Student Groups

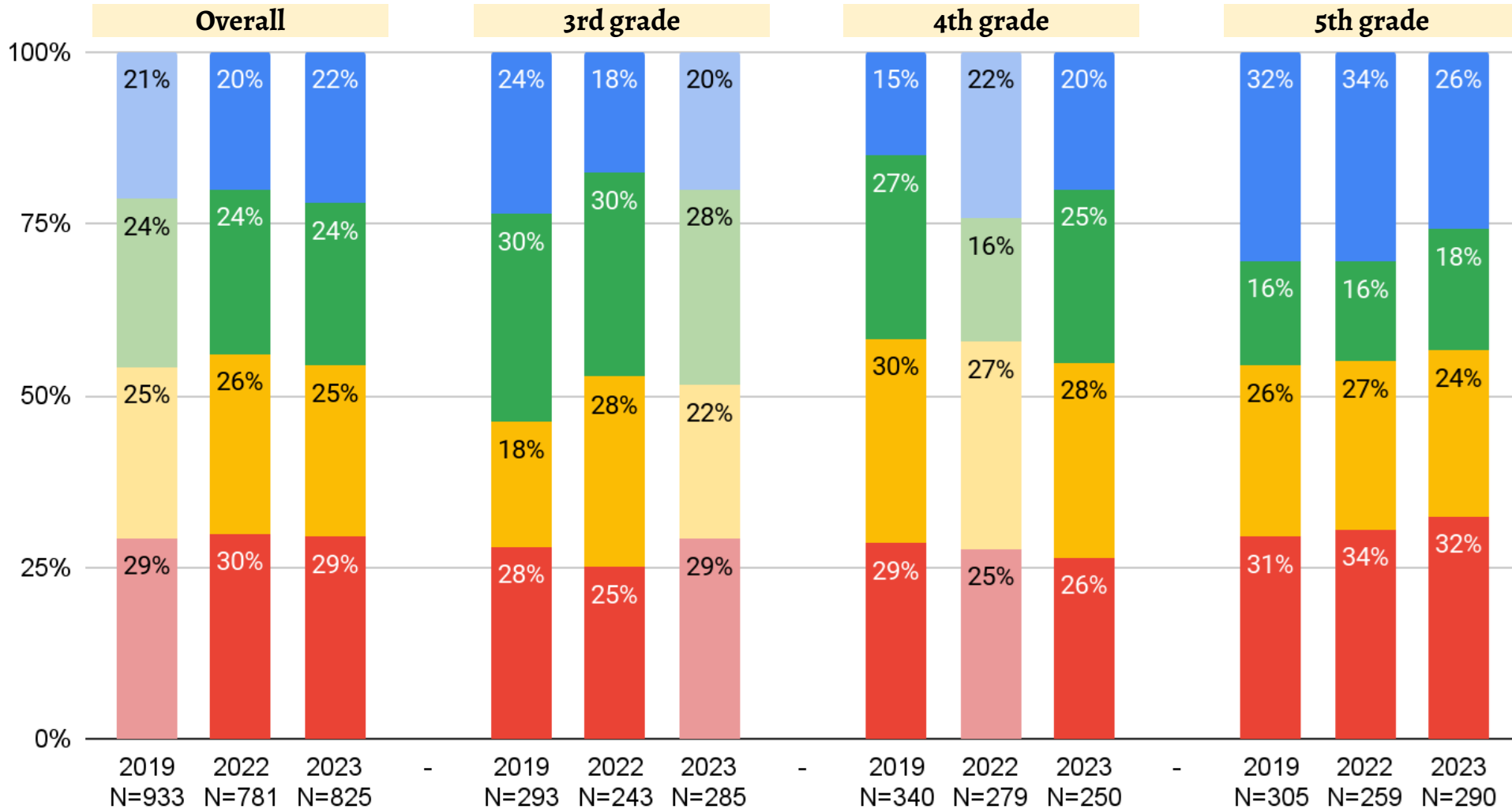


There is still a substantial achievement gap between white students and other student groups.





# Elementary Math: Overall & Grade Level



Overall elementary math scores increased 2%.

3rd grade scores were flat.

4th grade scores increased 7%.

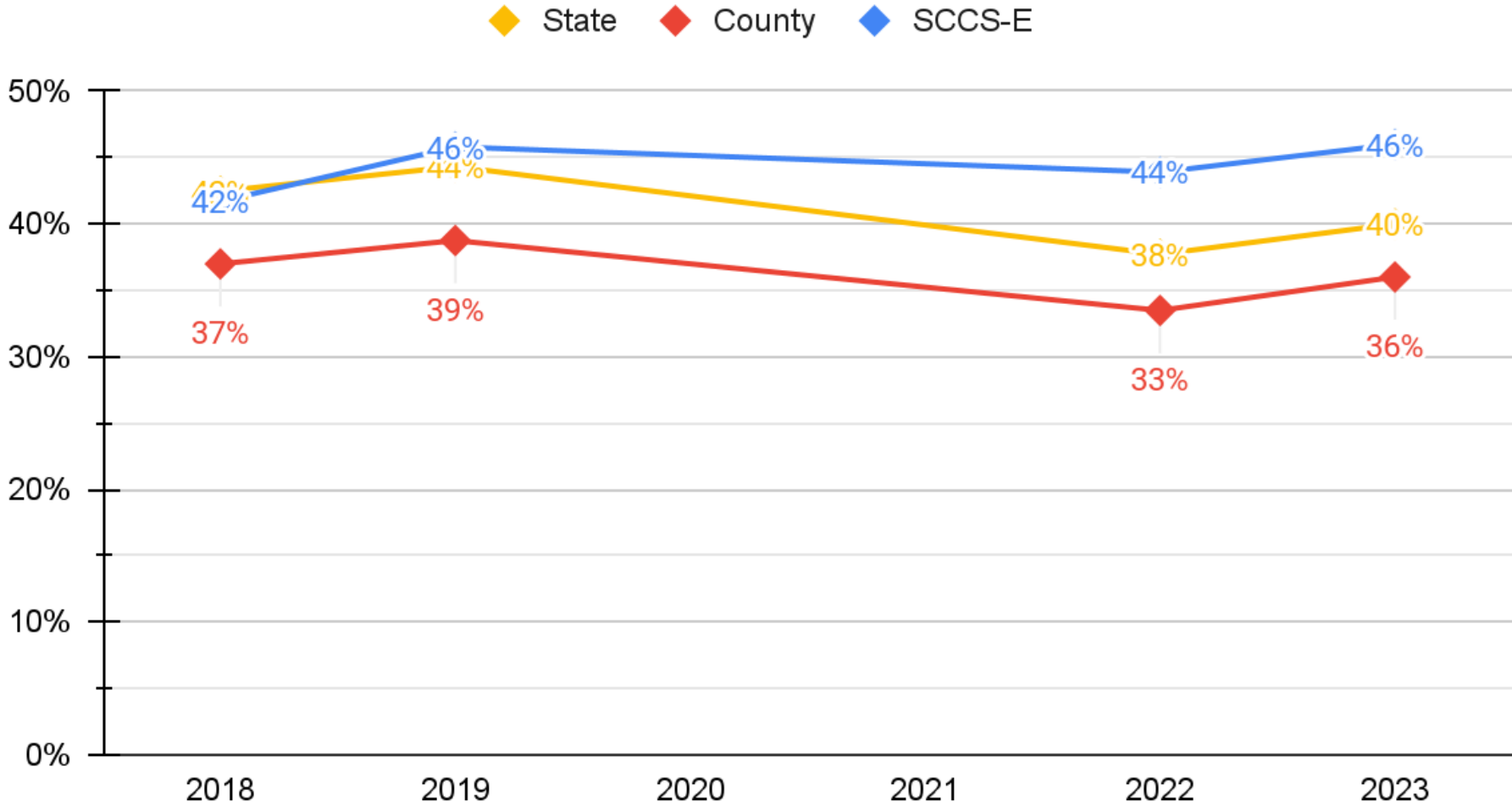
5th grade scores decreased 2%.

Elem Math by grade level

4 3 2 1



# Elementary State, County District Comp– Math

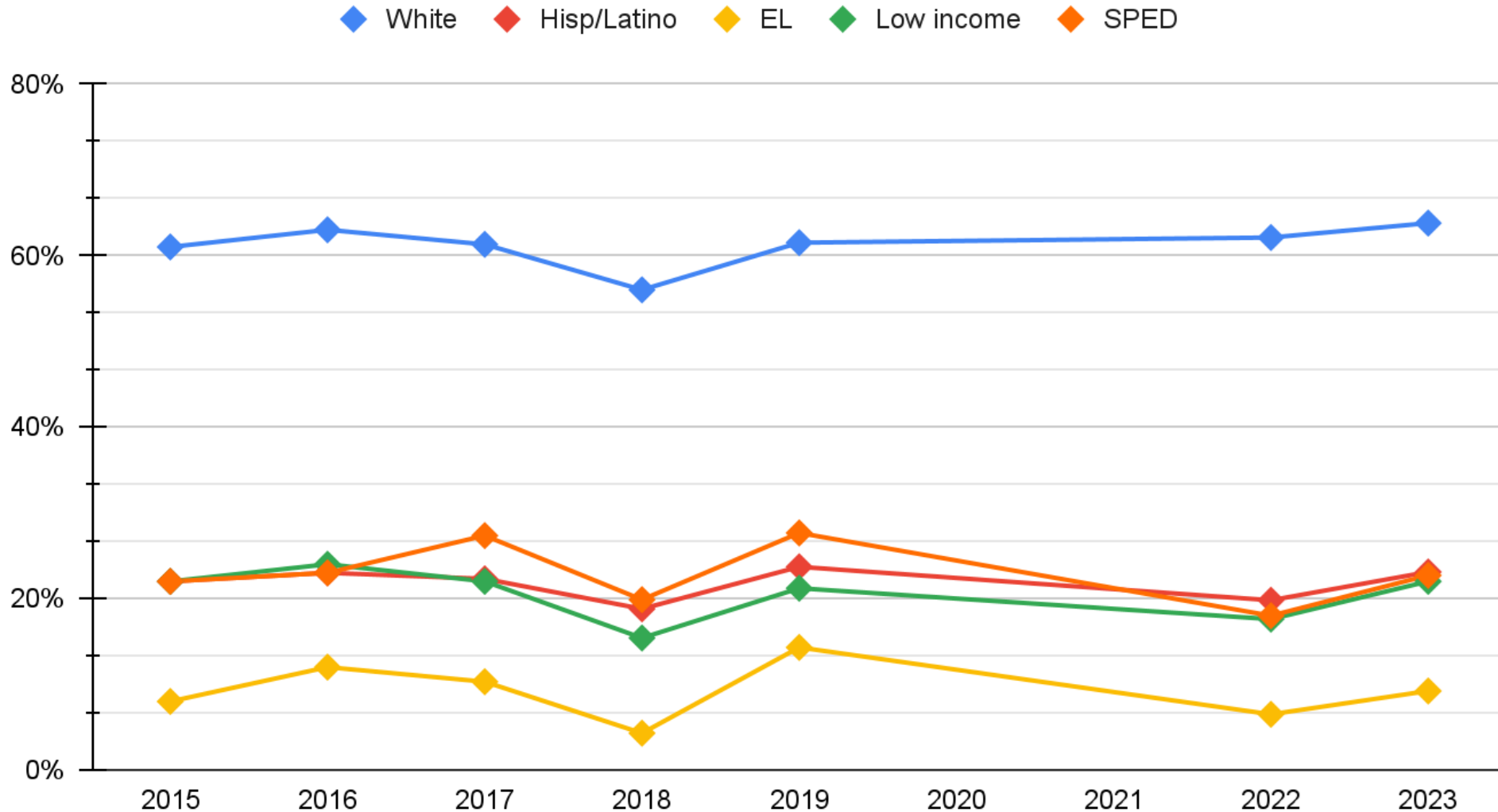


As with ELA, the elementary district consistently meets or exceeds the State and County averages.

The 2% increase in math scores is similar to increases at the State and County levels.



# Elementary Math: Student Groups



A substantial achievement gap still exists between white students and other student group categories.

Hispanic/Latino increased 3%

Low income increased 4%.

Special Education increased 5%.



# What are we doing to address the data?

## English-Language Arts

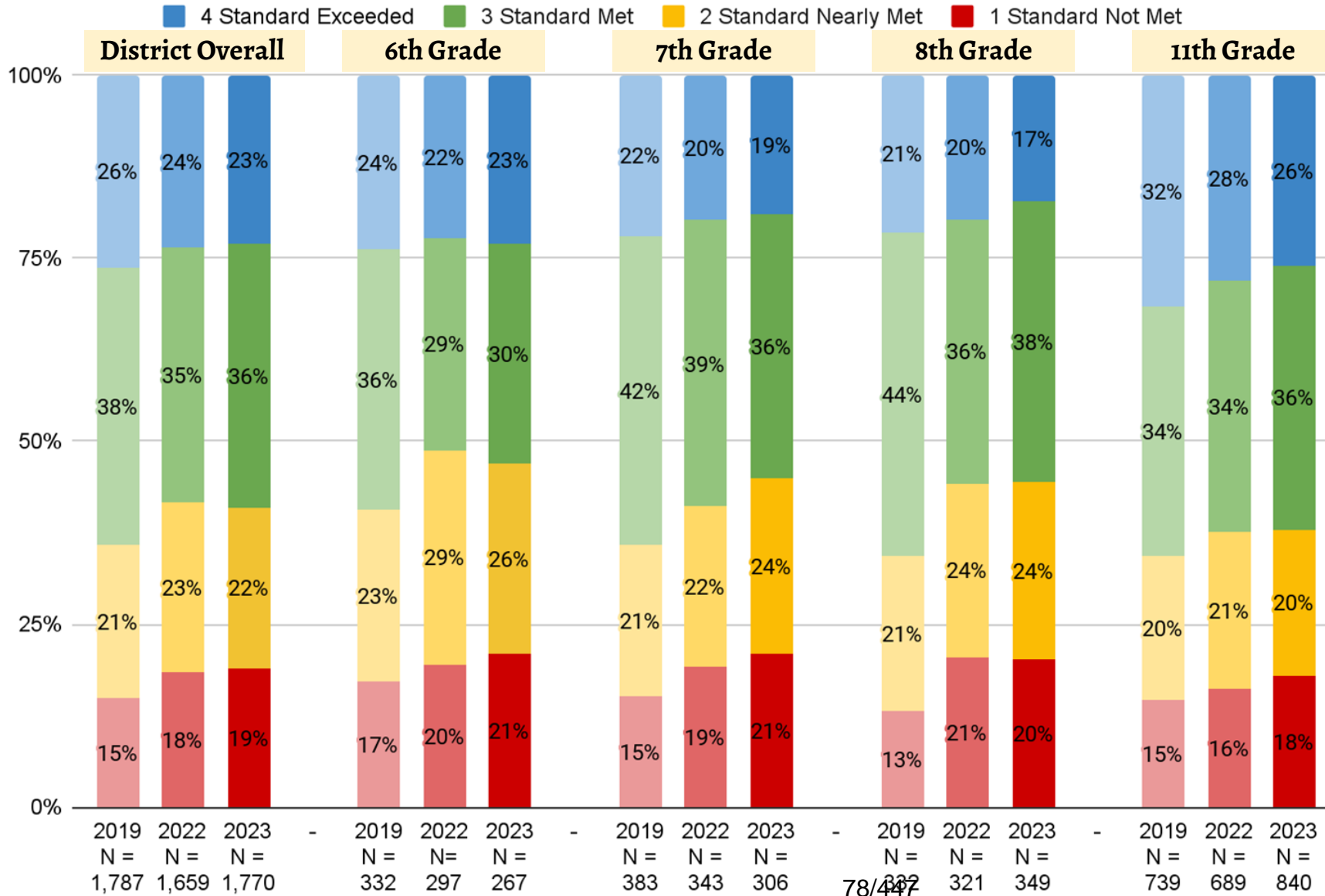
- Continued focus on quality Tier 1 instruction
- Professional development in English Language Development, writing, reading and social studies
- Small group instruction in all classrooms
- Standardized process for identifying students in need of intervention
- English Language Arts RtI coordinators and trained paraeducators support intervention in and out of class.
- Specific intervention curriculum
- Summer School

# What are we doing to address the data?

## Math

- Standardized process of identifying students in need of intervention
- Math RtI Coordinators and trained paraeducators to support intervention in and out of the classroom
- myPath math intervention curriculum (independent student work)
- *Do the Math* intervention curriculum (RtI led)
- Math running records and fluency groups
- Next year - district-wide professional development focus in math
- Visit comparable districts

# Secondary English Language Arts - 2019 to 2023

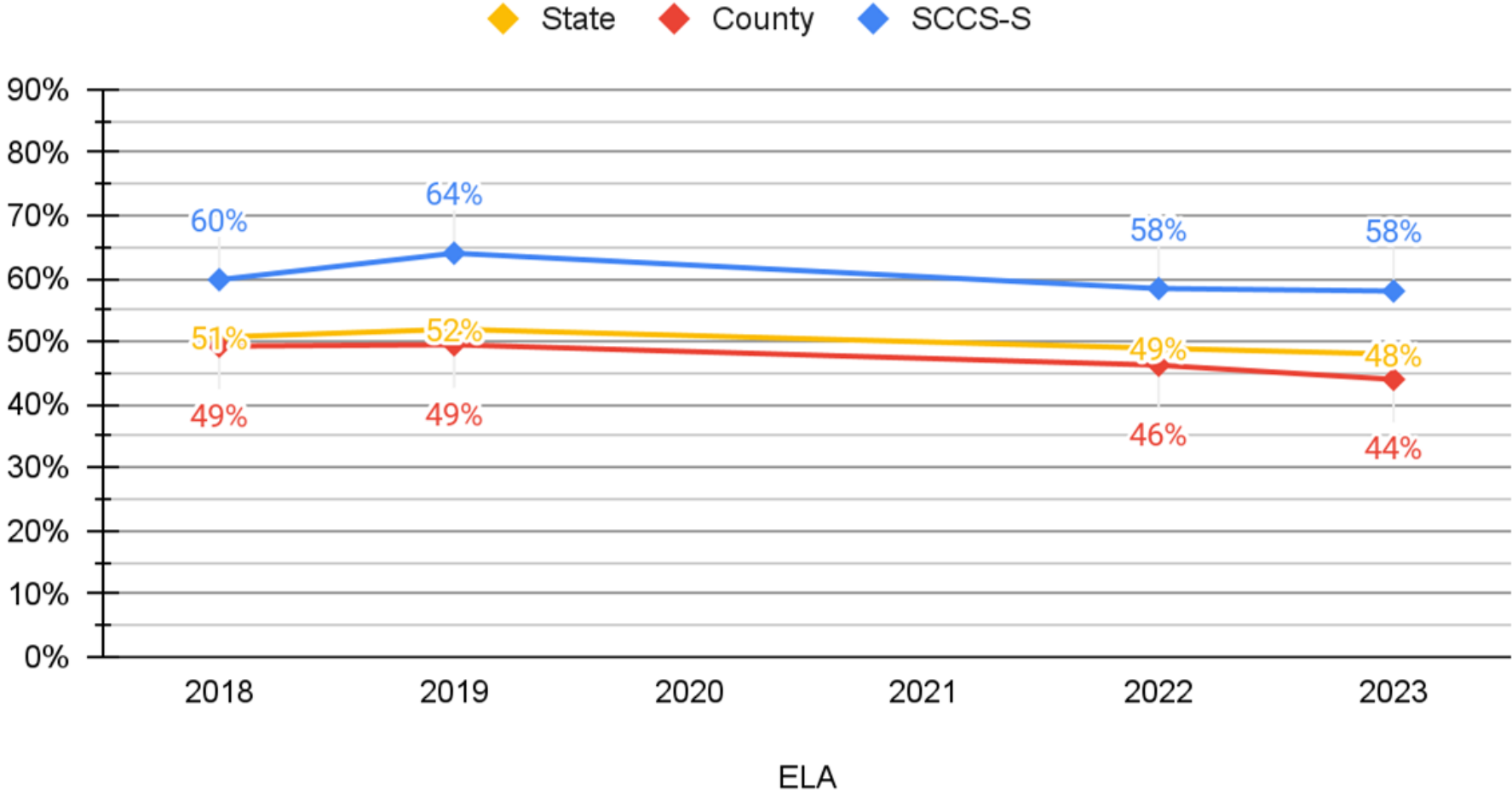


Overall student ELA scores are flat.

There are small variances from grade level to grade level.



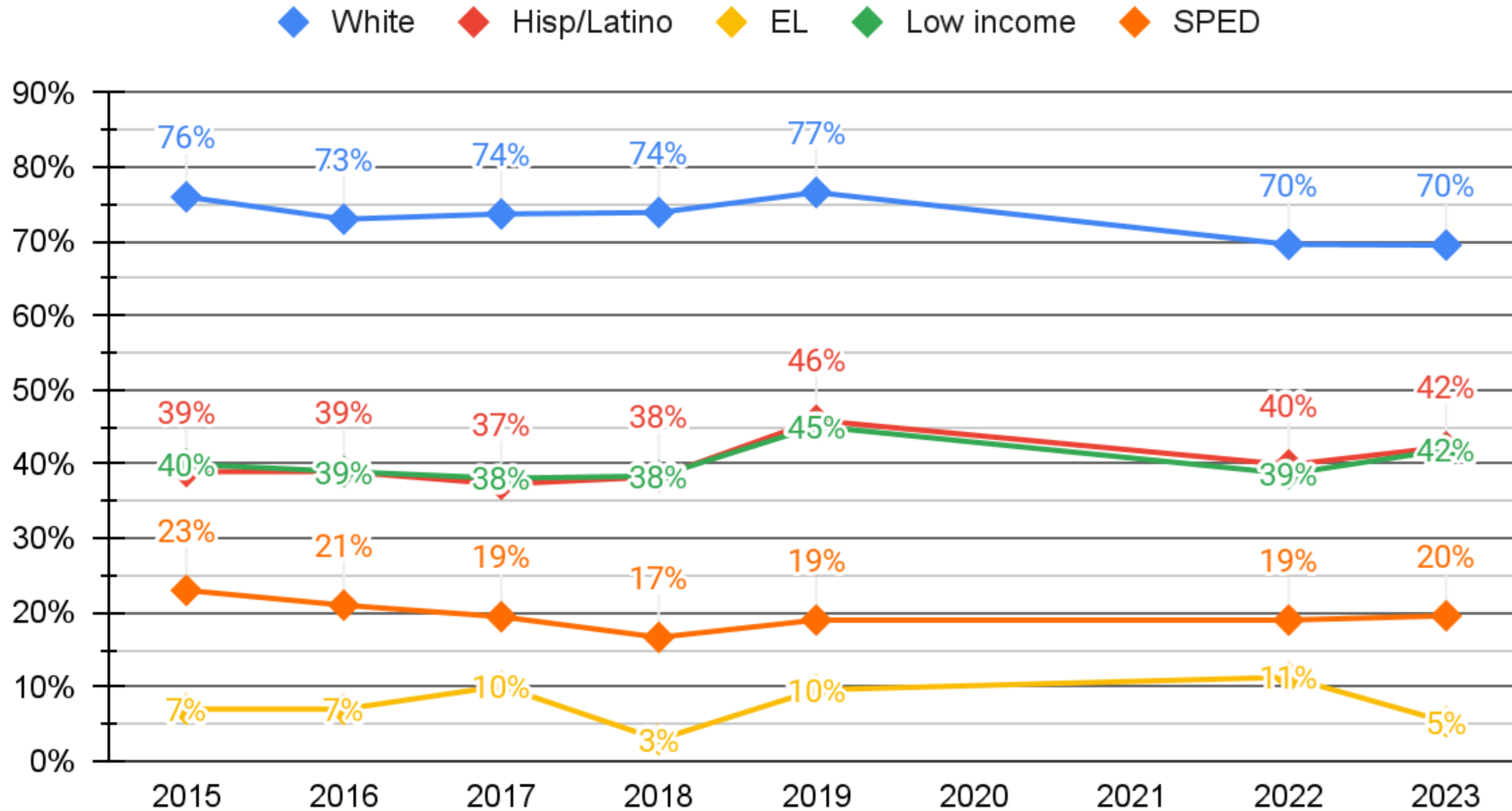
# Secondary English Language Arts



The secondary district remains far above the State and County averages, and the decrease in scores is consistent with the County and State trends.



# Secondary English Language Arts Student Groups



Secondary Student Groups - ELA

There is still a substantial achievement gap between white students and other student groups.

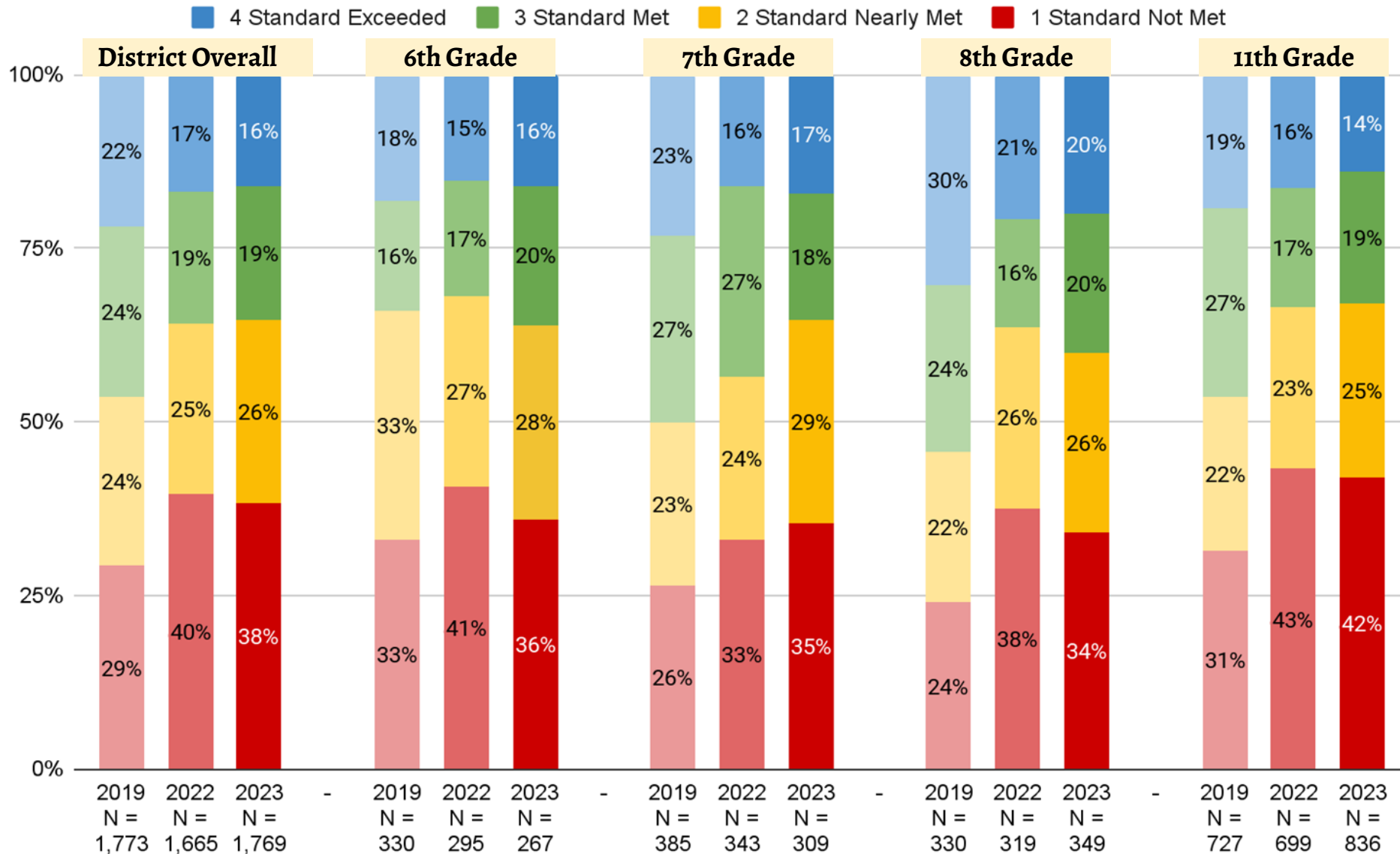
SPED and EL student groups stayed consistent compared to 2019.

Hispanic/Latino and Low Income student groups increased 2% & 3% respectively.





# Secondary Math CAASPP 2019 to 2023

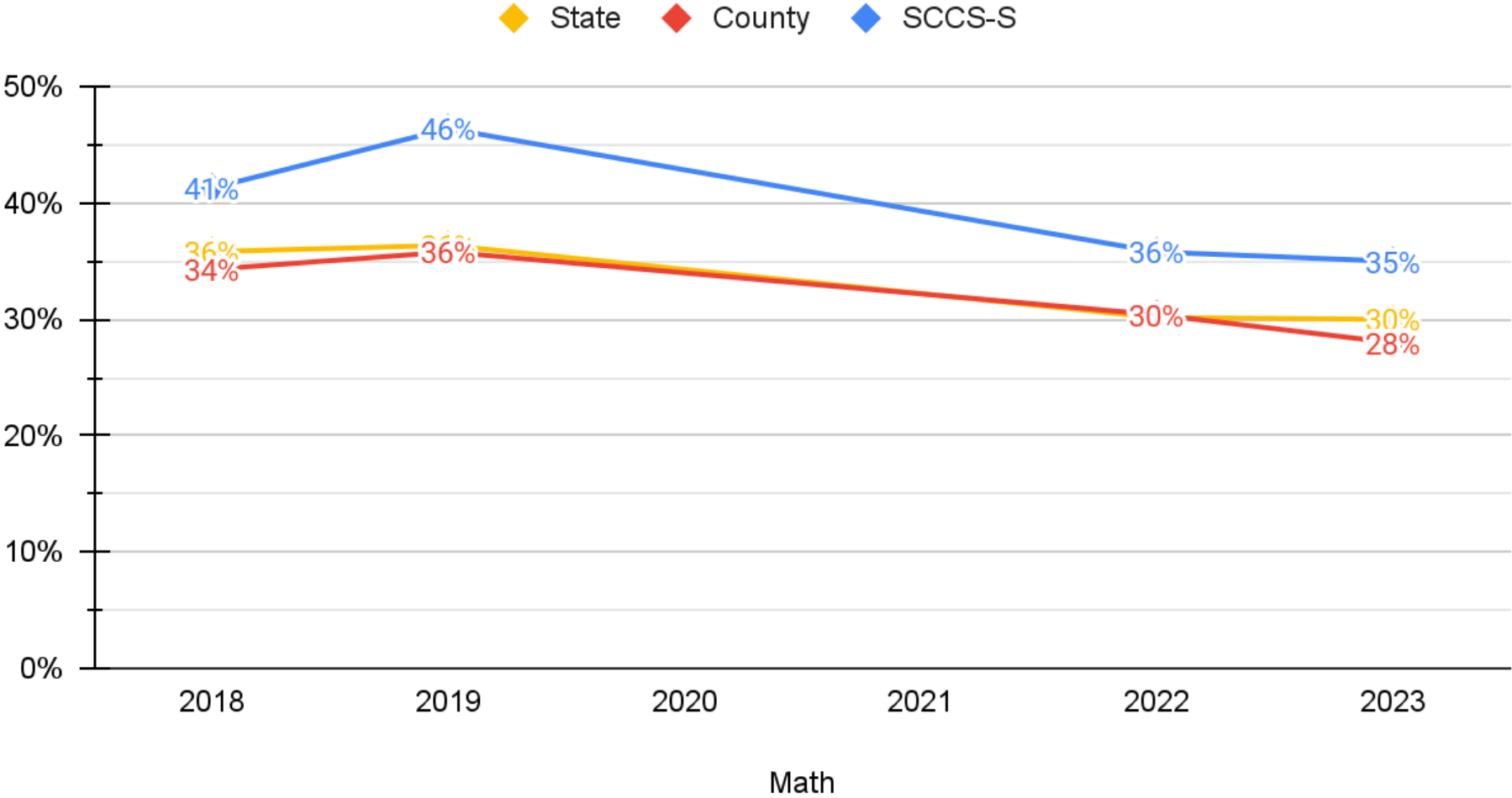


Overall student Math scores are flat.

There are small variances from grade level to grade level.



# Secondary Math: State, County & SCCS

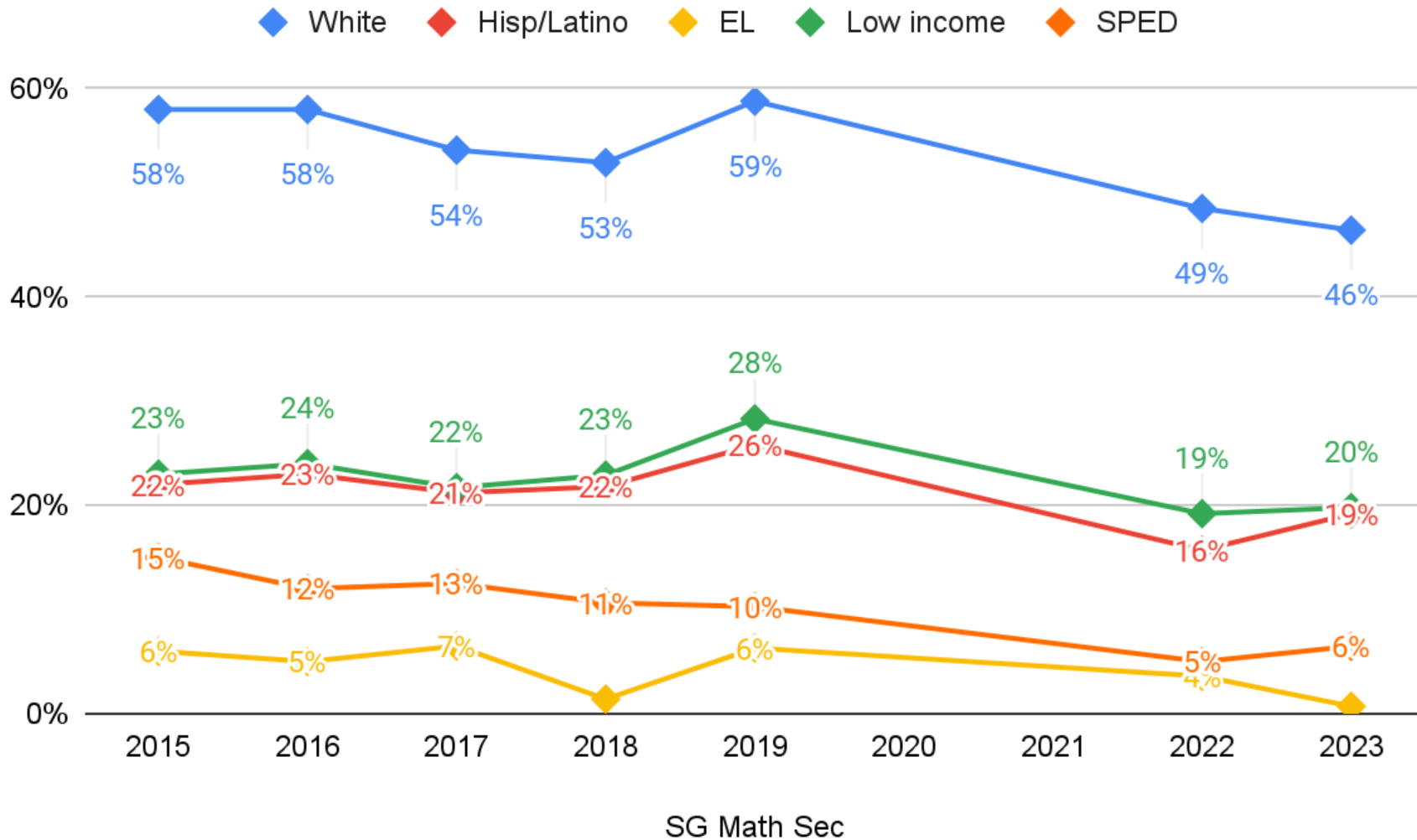


Secondary remains above the State and County averages.

All data is relatively flat when comparing 2022 to 2023.



# Secondary Math: *Student Groups*

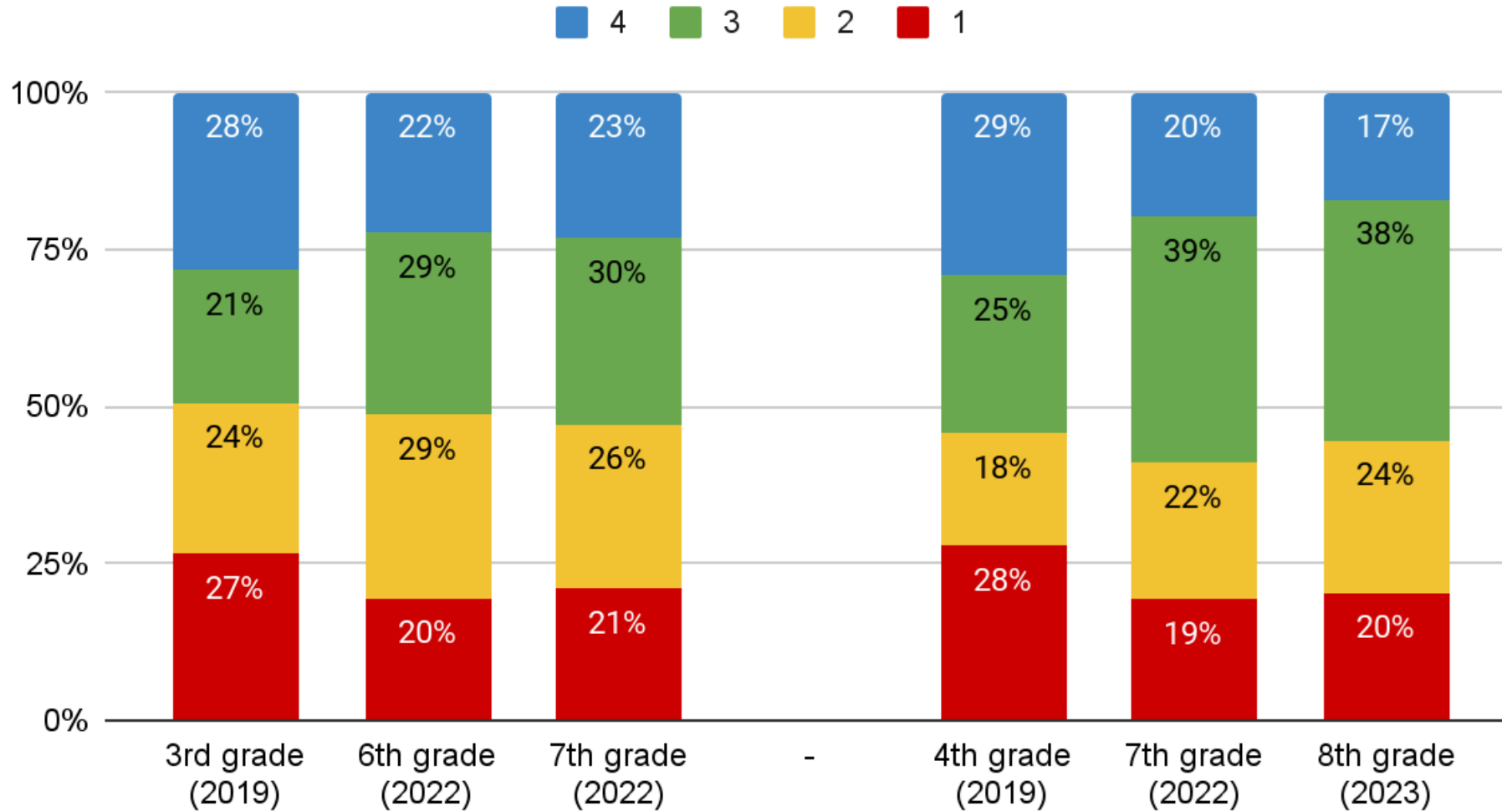


A substantial achievement gap still exists between white students and other student group categories.

The white student group went down 3% and other student groups saw increases of 1% to 3% (with the exception of English Learners who went down 3%)



# ELA Cohort Data 2019-2023



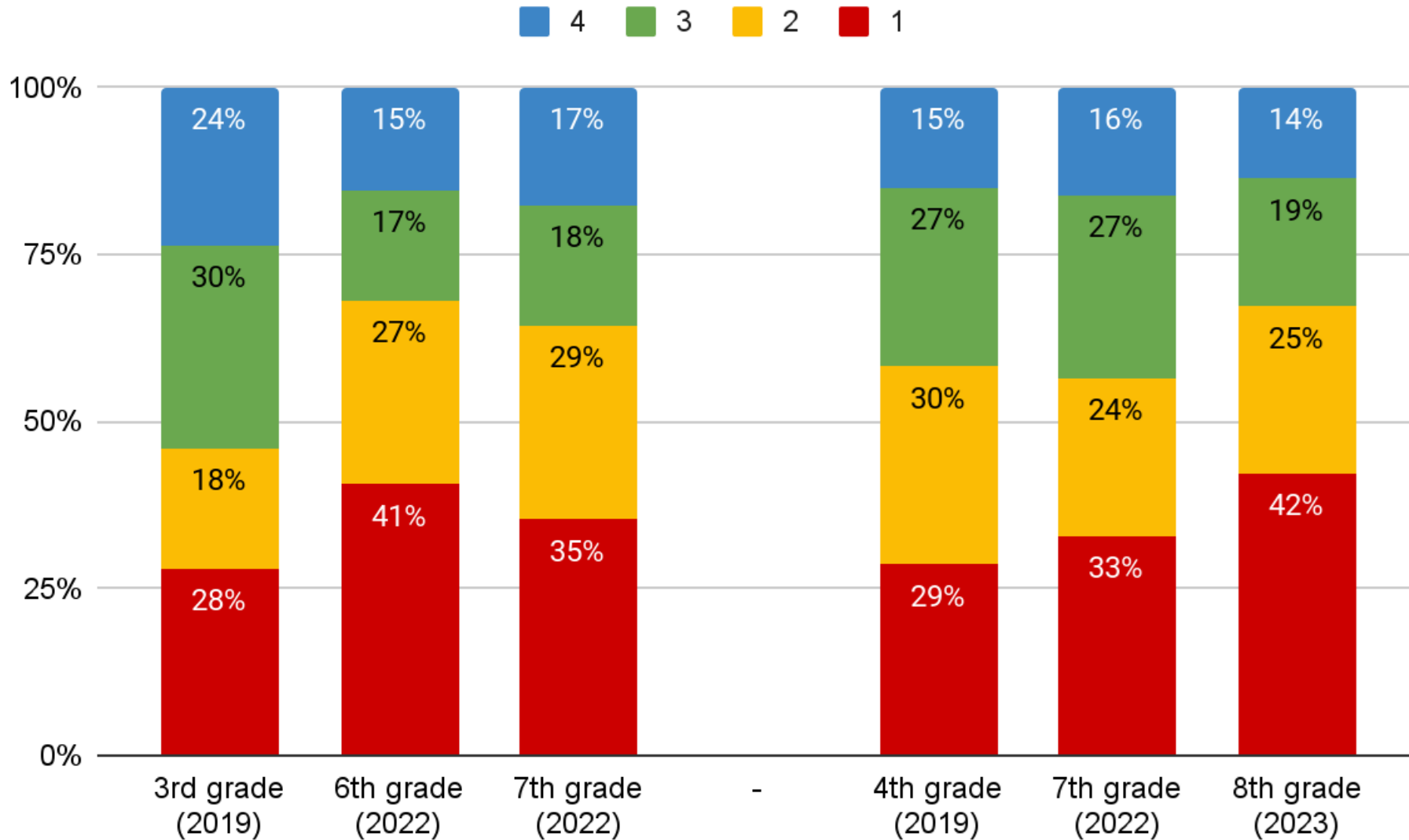
7th grade increased 4% from 2019 scores

8th grade increased 1% from 2019 scores

ELA



# Math Cohort Data 2019-2023



7th grade cohort scores decreased by 20% since 2019.

8th grade cohort scores decreased by 9% since 2019.



# What are we doing to address the data?

## Tier 1

- Focus on high impact instructional strategies & content specific Professional Development
  - Teacher Clarity
  - Student Goal Setting
- Integrated ELD Professional Development
- Investigating new Secondary ELD Curriculum
- iReady/MAP assessment growth progress monitoring
- Gamifying iReady assessments
- District Priority Standards
- District Common Formative Assessments
- Professional Learning Communities
- Second Visit to San Luis Coastal with teachers

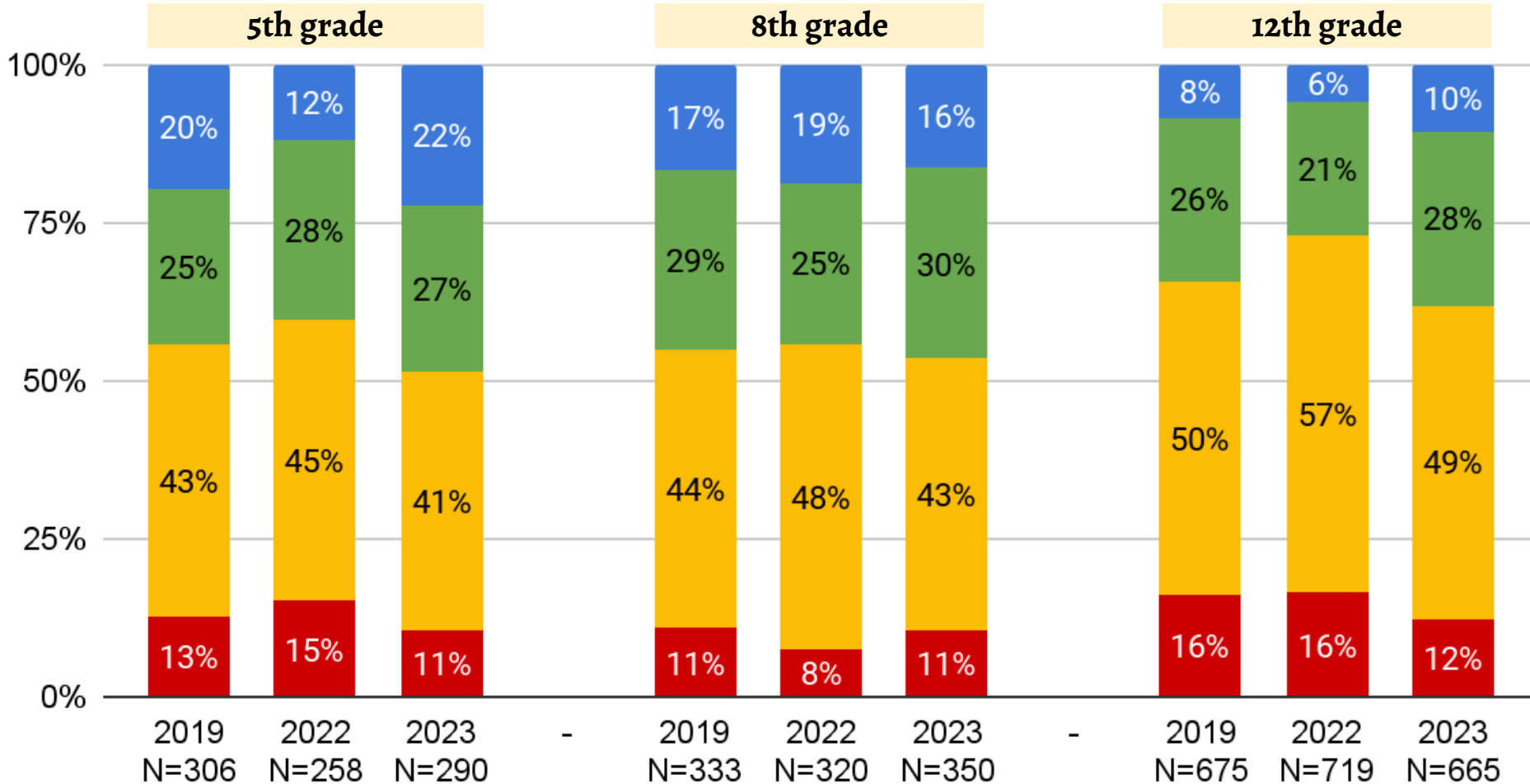
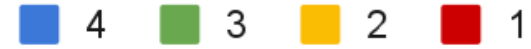
# What are we doing to address the data?

## Tier 2/3

- iReady Reading & Math My Path individualized, targeted lessons for all middle school students
- ELA Intervention & Math Plus Intervention sections
- Additional Paraeducators
- Peer Tutoring
- After School Program
- Summer School

# Science:

## CAST scores 2019 to 2023



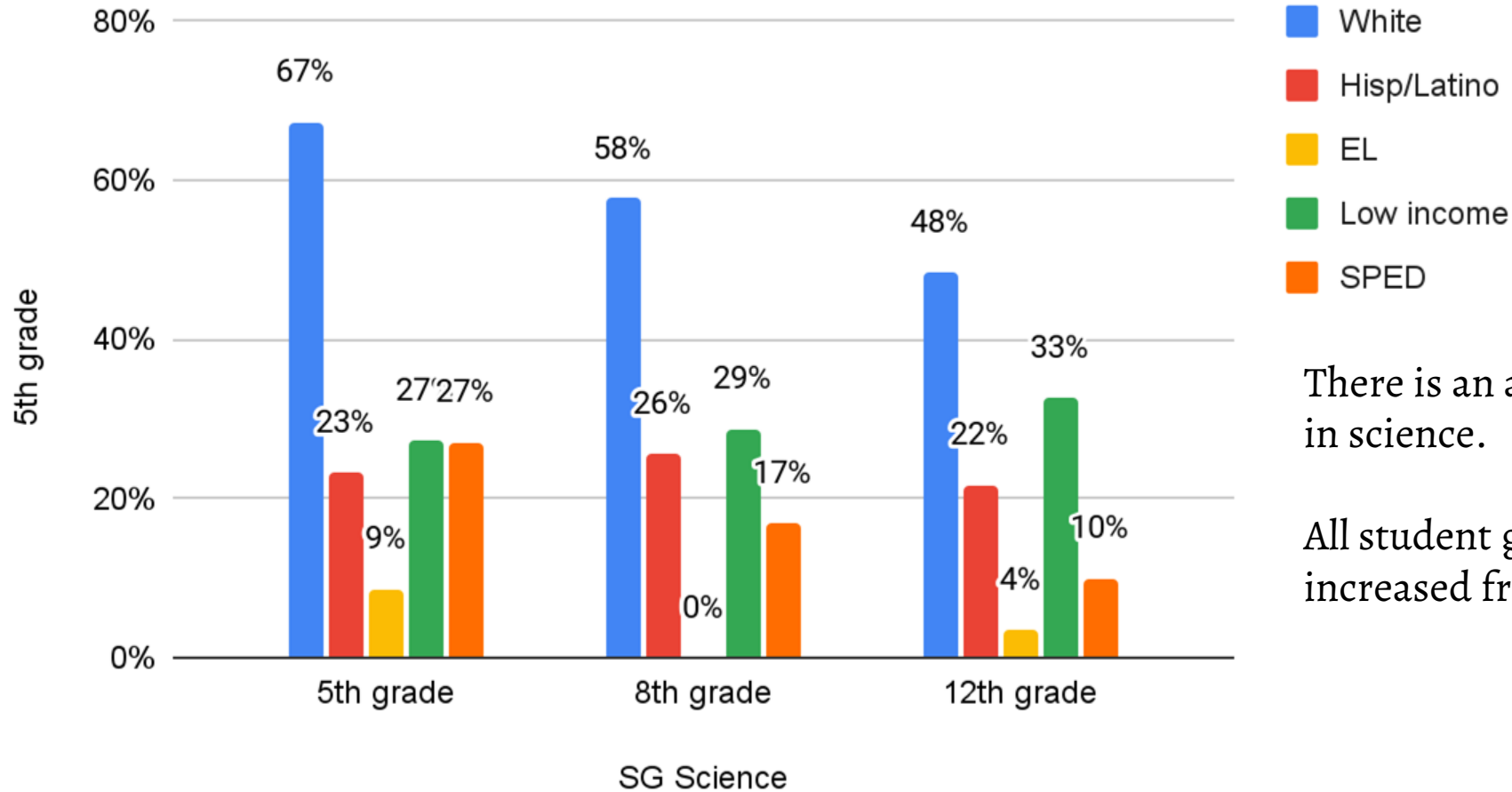
Science scores increased in all grades (5th, 8th grade, & 12th).

All grades are at or above pre-pandemic levels.





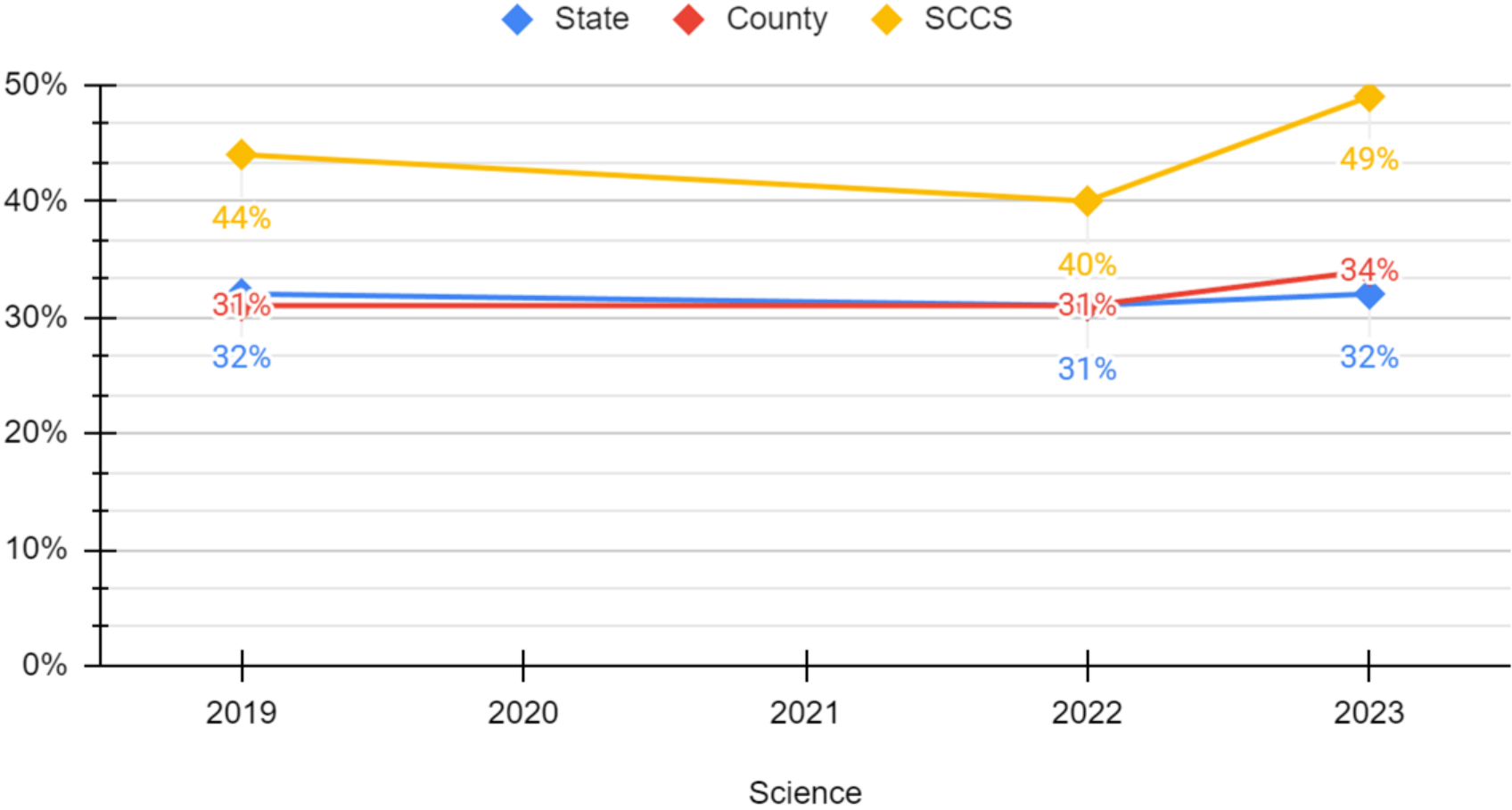
# Science: Student Groups



There is an achievement gap in science.

All student group scores increased from the prior year.

# 5th Grade Science: State, County & SCCS

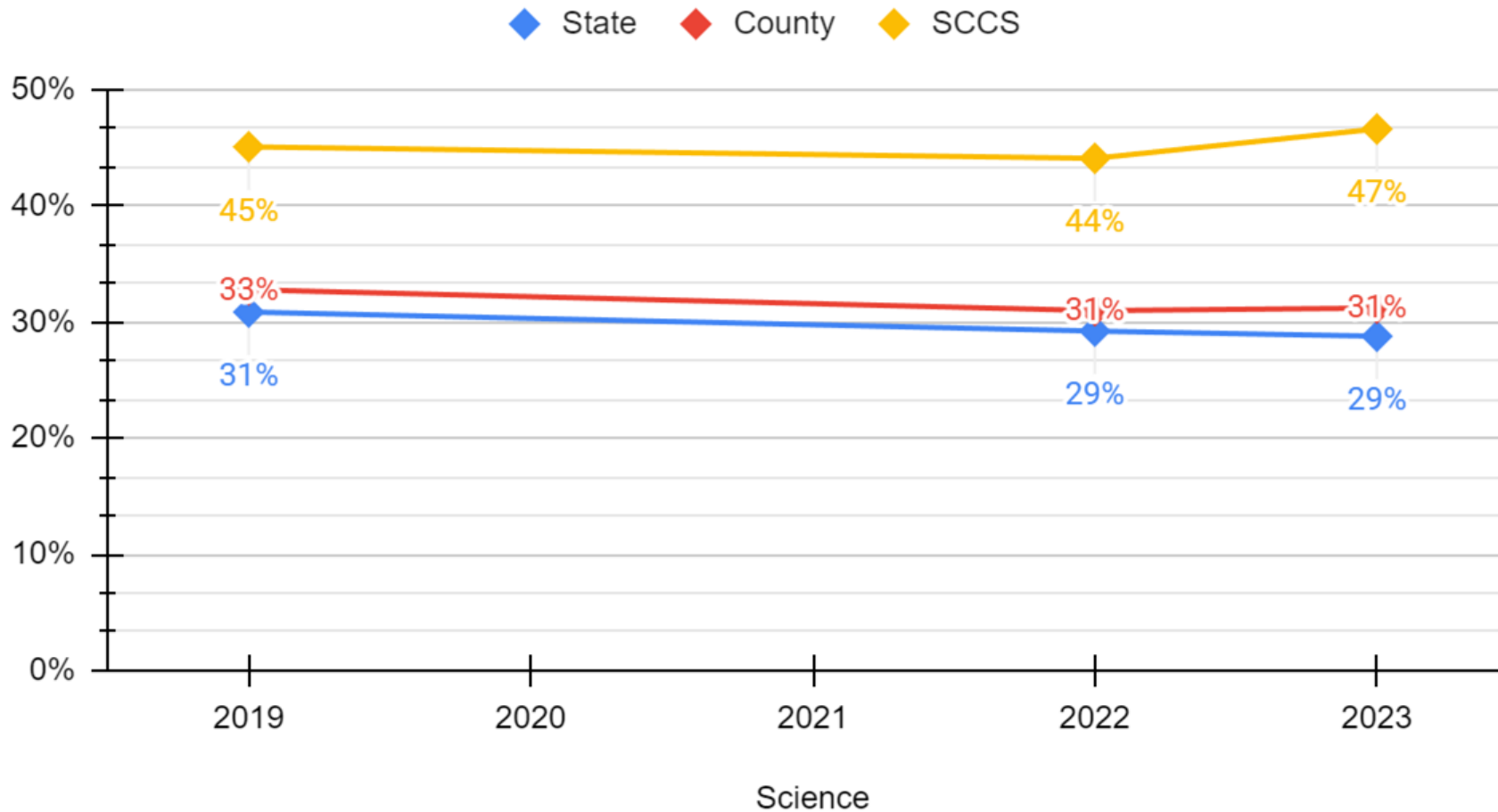


5th grade is above the State and County averages.

Increases in 5th grade scores are greater than at the State and County level.



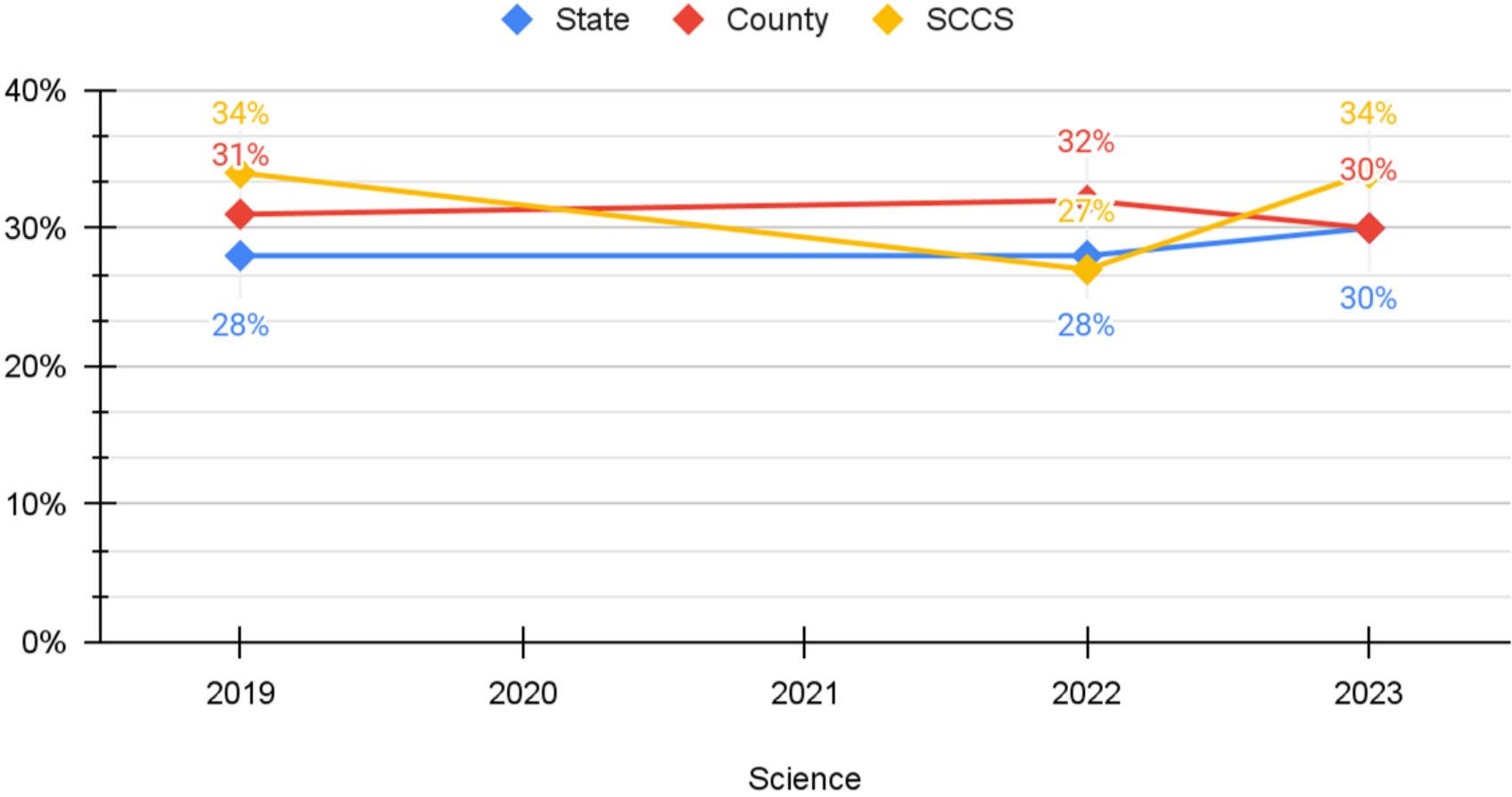
# 8th Grade Science: *State, County & SCCS*



8th grade scores are well above State and County averages, and saw an increase last year, when the State and County did not.



# 11th & 12th Grade Science: State, County & SCCS



SCCS 11th & 12th graders are 4% above state and county high school students



# What are we doing to address the data?

## Science

### Elementary

- Writing and vocabulary support for science
- Designated and integrated ELD in science
- Computer Science concepts integration with existing science curriculum

### Secondary

- Common assessment work at all levels
- A focus on literacy in science at the middle school level

# Questions?



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Staff Report: Annual District Goals and Metrics Update

**MEETING DATE:** November 8, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **Background:**

Santa Cruz City Schools has six District Goals:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Over the years, these six District Goals have been monitored by a set of metrics. Attached to this Board cover is the complete set of goals and metrics since the 2014-15 school year.

Analysis of 2022-23 & Longitudinal District Data:

### **Goal 1-**

**Graduation Rate** (annual increase of 2.34%)

The graduation rate in 22-23 was 96.8%, up from 91.99% in 20-21. This change may be a reflection of the increase in student access to credit recovery programs, so they are able to make up courses necessary for graduation. The baseline graduation rate was 89.7% in 2016-17.

**California Assessment of Student Performance and Progress (CAASPP)**

- Elementary scores remained the same in English Language Arts at 54% proficient/advanced, and increased by 2% to 46% in math.

**AGENDA ITEM: 8.2.2.3**

- Secondary English Language Arts scores fell 1% in 22-23 to 58%, while math scores increased by 10% to 46% proficient/advanced.
- California Science Test (CAST) scores increased by 9% in elementary to 49% and 6% in secondary to 38% proficient/advanced.
- See separate CAASPP staff report for additional analysis.

#### Career and Technical Education (CTE)

- When comparing the 22-23 school year to the 21-22 school year, Career and Technical Education student enrollment increased slightly from 38.4% to 39%. This number is relatively flat and is what we would expect given that students do not have room in their schedule to take Career and Technical Education courses until they are juniors or seniors. Some sophomores do take Career and Technical Education courses, but they typically have to take seven periods to fit this into their schedule or not take a world language.

#### A-G Eligibility

- When comparing the 22-23 school year to the 21-22 school year, the number of high school students who were A-G eligible remained essentially the same (67.6% to 67.8%). In the last ten years, there has been tremendous growth in students meeting A-G (only 48% were eligible in 2010-11).

#### Integrated 1

- The number of 9th graders passing Integrated math 1 with a C- or better increased by 5% (76% to 81%).
- The baseline from 2010-11 was 60%. The increases over the years are due to increased focus on math at all levels.

#### **Goal 2-**

##### Chronic Absenteeism

- A student is considered chronically absent when they miss 10% or more of the school year.
- The elementary chronic absenteeism rate increased by .1% (from 25.4% to 25.5%).
- The secondary chronic absenteeism rate increased by 3.3% (from 22.2% to 25.5%).
- Chronic Absenteeism continues to be an issue Statewide, with the State rate at 24.9% and the County at 26.6%.

##### Suspension

- Suspension rates increased. Elementary remained the same at .3% and secondary increased by 1.1% (from 2.2% to 3.3%).
- The low rates reflect the efforts of all sites to find restorative practices as an alternative to suspension.

**AGENDA ITEM: 8.2.2.3**



### School Connectedness - students feeling they are a part of the school

- On the Social Emotional Health Survey, elementary students answered the question “Good things will happen to them at school”
  - In elementary, the percentage of students who agreed increased 1% to 96%
- On the Social Emotional Health Survey, secondary students responded to the question “they belong to a community”
  - In secondary, the percentage of students who agreed increased 3% to 95%

### **Goal 3-**

#### English Learners

Each Spring students identified as English Learners take the English Language Proficiency for California (ELPAC) assessment.

- There was a 1% increase (from 53% to 54%) in the number of students growing one or more levels on the test.
- Secondary has a 10% decrease in the number of students who gained one or more levels (from 53% to 43%)
- The English Learner graduation rates increased by 11.1% to 85.4%.

This year, West Ed is providing Integrated ELD Professional Development for our high schools with the highest levels of English Learners. In addition, staff are investigating new Designated English Language Development programs for our secondary English Learners.

### Student Group Data on California Assessment of Student Performance and Progress (CAASPP)

Please refer to the CAASPP staff report for detailed CAASPP student group data.

### **Goal 4-**

Goal 4 metrics are derived from the Annual Working Conditions survey. The following data analysis is comparing the 2022-23 Annual Working Conditions survey data to the 2021-22. The District continues to prioritize effective collaboration and communication with our bargaining units. We are committed to ensuring our District is a great place to work and learn.

Annual Working Conditions survey data.

- 1% increase in the number of teachers reporting they review student work and outcomes data in Professional Learning Communities with colleagues and have modified their practices (from 85% to 86%). Both SCIL and admin teams are strategically focused on Professional Learning Community work this school year.
- 3% decrease (from 96% to 93%) in the number of teachers reporting “Overall, my school is a good place to work and learn.”
- 1% decrease (from 96% to 95%) in the number of classified staff reporting “Overall, my school is a good place to work and learn.”

**AGENDA ITEM: 8.2.2.3**

### **Goal 5-**

The SCCS LCAP budget process reflects district strategic goals, invites input, and assures funding of core priorities, and includes parent input.

- The number of secondary students leaving the district for private, or charter schools increased from 85 to 88.
- The number of students returning to SCCS schools from private and charter schools increased from 134 to 155. This may be a result of the strong messaging around the quality of SCCS programs and parent information nights that were held last year.
- The average response time for completing a tech ticket increased from 13 hours and 20 minutes to 17 hours and 43 minutes in 2022-23.

### **Goal 6-**

Goal 6 metrics are derived from the annual LCAP parent survey, which is typically sent out in October. The following data analysis is comparing the 2021-22 LCAP parent survey data to the 2022-23 LCAP parent survey data.

- The percentage of parents reporting that when they contact the school they receive courteous attention increased from 83% to 85%. The Superintendent is supporting sites with a focused collaboration on Culture of Service to help improve this outcome.
- The percentage of parents reporting they receive sufficient information regarding their child's program, progress, and needs increased 71% to 77%.
- The percentage of parents who felt the school and district seek their input and ideas increased from 54% to 58%. This increase may be a result of increased outreach and requests for parent involvement in committees.
- The percentage of parents who feel they receive clear and relevant communication about school and district events and issues increased from 77% to 82%.
- The percentage of parents who know who to go to with a problem or concern increased from 68% to 71%.
- The percentage of parents who think the school website is clear and accessible increased from 59% to 62%.
- The percentage of parents who think the district website is clear and accessible increased from 61% to 65%.

SCCS continues to elicit family input in a myriad of ways with a variety of tools and will continue these efforts with a renewed focus in 2023-24. Additionally, site office staff continue to participate in Culture of Service training to learn best practices on how best to support and meet the needs of families in person or on the phone. Further, all sites have launched new websites, focused on making resources easily available to families.

**AGENDA ITEM: 8.2.2.3**

**Evaluation of Metrics:**

Each year, the Santa Cruz City Schools administration team reviews the Santa Cruz City Schools Goals and Metrics' data as well as individual school data to determine trends and patterns that inform action plans. Site administrators use school data with site leadership teams and School Site Councils to analyze, discuss, and determine causal factors as well as determine next steps.

Additionally, all Single Plans for Student Achievement are based on the district goals and metrics, which are also based on the California Dashboard metrics. These metrics help Santa Cruz City Schools and sites monitor progress to ensure all students are succeeding academically and socially/emotionally.

**Fiscal Impact:**

None

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

**AGENDA ITEM: 8.2.2.3**

# Santa Cruz City Schools Goals & Metrics

(n= number of students in the % provided & N = total number of students in student group)

Goal #1: All SCCS students will be prepared to successfully access post-secondary college & career opportunities.									
		2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Graduation Rate</b> % of seniors at all high schools graduating with a Regular HS Diploma or SpEd Certificate of Completion	12th Grade	Dataquest does not have data further than 16-17	89.7% (n=696 N=776)	90.1% (n= 702 N=779)	89.4% (n= 727 N=814)	91.7% (n=730 N=796)	91.99% (n=724 N=787)	94.46% (n=768 N=813)	96.8% (n=717 N=741)
	<b>CAASPP English Language Arts:</b> % of students scoring 3 or 4 overall (proficient/advanced)	Elementary	55% (n=581 N=1057)	53% (n=540 N=1012)	50% (n=492 N=976)	53% (n=495 N=933)	N/A	N/A	54% (n=420 N=779)
*In 20-21 CAASPP was only administered to 11th graders	Secondary	60% (n=1087 N=1812)	59% (n=1073 N=1810)	60% (n=1069 N=1789)	64% (n=1147 N=1787)	N/A	70% (n=210 N=298)*	59% (n=960 N=1635)	58% (n=1031 N=1770)
<b>CAASPP Mathematics:</b> % of students scoring a 3 or 4 overall (proficient/advanced)	Elementary	48% (n=508 N=1058)	45% (n=458 N=1011)	42% (n=410 N=984)	46% (n=430 N=938)	N/A	N/A	44% (n=343 N=780)	46% (n=377 N=825)
	*In 20-21 CAASPP was only administered to 11th graders	Secondary	44% (n=794 N=1804)	42% (n=758 N=1823)	41% (n=745 N=1802)	46% (n=822 N=1773)	N/A	54% (n=145 N=270)*	36% (n=594 N=1638)
<b>California Science Test (CAST):</b> % of students scoring a 3 or 4 overall (proficient/advanced)	5th Grade	Note: 2019 1st year of test			44% (n=135 N=306)	N/A	N/A	40% (n=104 N=258)	49% (n=141 N=290)
	8th & 12th Grade	Note: 2019 1st year of test			37% (n=385 N=1043)	N/A	N/A	33% (n=329 N=1009)	38% (n=390 N=1023)

<b>Career Technical Education Enrollment (CTE):</b> % of high school students participating in a CTE course (Comp HS only)	High School	Data not available	22.2%	20.6%	34%	35.6%	38.4% (n=1239 N=3227)	39.0% (n=1293 N=3319)	
<b>A-G (UC Eligible):</b> % of graduates completing A-G requirements (2010-11 baseline 48%) Comp HSs only	12th Grade	54% (n=365 N=672)	61% (n=389 N=635)	59% (n=383 N=655)	65% (n=431 N=665)	70% (n=464 N=660)	64.7% (n=438 N=677)	67.8% (n=434 N=640)	
<b>Integrated 1 (Algebra Grad Requirement):</b> % of 9th grade students passing Int 1 with a C- or Better (2011-12 baseline 60%) Comp HSs only	9th Grade	76%	87% (n=316 N=353)	75% (n=417 N=554)	80% (n=430 N=540)	92% (n=431 N=470)	89% (n=511 N=577)	76% (n=437 N=576)	81% (n=434 N=535)
<b>iReady Reading:</b> % of students making 1 or more year's growth	Elementary	Note: Elementary implemented iReady assessments in the spring - no growth data available					58.99% (n=518 N=879)	66.74% (n=907 N=1359)	
	Middle	Note: 20-21 is the 1st year of iReady data for Middle School				55.13% (n=477 N=865)	80.16% (n=40 N=50)	54.93% (n=457 N=832)	
<b>iReady Math:</b> % of students making 1 or more year's growth	Elementary	Note: Elementary implemented iReady assessments in the spring - no growth data available					55.59% (n=620 N=1117)	57.05% (n=902 N=1581)	
	Middle	Note: 20-21 is the 1st year of iReady data for Middle School				36.6% (n=307 N=839)	50.35% (n=163 N=323)	49.10% (n=409 N=833)	

**Goal #2:** SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

		2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Chronic Absenteeism:</b> % of chronically absent students (ALL sites, enrolled 30 days or more)	Elementary	*	15.3%	13.9%	14.3% n=296 N=2044	14.3% n=285 N=1990	9.5% n=147 N=1739	25.4% n=439 N=1730	25.5% n=456 N=1790
	Secondary	*	15%	15.4%	13.7% n=535	11.5% n=490	6.0% n=225	22.2% n=1009	25.5% n=1130

					N=4319	N=4258	N=4157	N=4549	N=4425
<b>Suspensions:</b> % of students suspended. (ALL sites, In- or Out-of-School Suspensions)	Elementary	0.6%	0.3%	0.8%	1.1%	0.5% n=10 N=2022	0.1% n=1 N=1769	0.3% n=5 N=1788	0.3% n=6 N=1796
	Secondary	2.2%	3.0%	2.4%	2.2%	1.4%	0.1% n=6 N=4647	2.2% n=103 N=4650	3.3% n=148 N=4456
<b>Local Control and Accountability Plan (LCAP) Survey:</b> % of students reporting they “feel connected and engaged with school” on the Student LCAP Survey.	Elementary	Note: Students did not take the LCAP survey prior to the 2019-20 school year				82%	67%	80%	86%
	Secondary	Note: Students did not take the LCAP survey prior to the 2019-20 school year				60%	43%	60%	61%
<b>Social Emotional Health Survey:</b> % of students reporting as “good things will happen to them at school” on the Social Emotional Health Survey.	Elementary	Note: Data not available for previous years because these questions were not on previous versions of the survey.			94% n=588 N=626	92% n=444 N=483	96% n=346 N=360	96% n=1,521 N=1,585	97%
	Secondary	Note: Data not available for previous years because these questions were not on previous versions of the survey.					66% n=1436 N=2175	92% n=2872 N=3190	95%

**Goal #3:** We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS school community.

		2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	
<b>Graduation Rate:</b> state identified significant sub-groups. (Comp HS, COS)	English Learner	N/A per Dataquest	62.3% (n=53 N=85)	66.7% (n=75 N=112)	69.7% (n=66 N=94)	74.2% (n=62 N=83)	74.3% (n=52 N=70)	85.4% (n=35 N=41)	86.8% (n=46 N=53)	
	Redesignated Fluent English Proficient (RFEP)	N/A per Dataquest								
	Hispanic/ Latinx	N/A per	85.3%	85.1%	87.7%	89.5%	89.67%	94.9%	95.9%	

		Dataquest	(n=289 N=339)	(n=302 N=354)	(n=268 N=308)	(n=304 N=339)	(n=295 N=329)	(n=298 N=314)	(n=281 N=293)	
	African American	N/A per Dataquest	90.9% (n=11 N=12)	90.9% (n=11 N=12)	*Not enough students in cohort	90.9% (n=11 N=12)	91.67% (n= 22 N=24)	100% (n=10 N=10)	100% (n=10 N=10)	
	Low Income	N/A per Dataquest	84.2% (n=361 N=428)	85.9% (n=370 N=430)	88% (n=391 N=444)	89.1% (n=368 N=413)	88.41% (n= 350 N=397)	90.6% (n=329 N=362)	95.1% (n=251 N=264)	
	Special Education	N/A per Dataquest	70.4% (n=98 N=139)	73.9% (n=88 N=119)	66.7% (n=81 N=121)	74.3% (n=74 N=99)	76.77% (n=99 N=129)	77.9% (n=74 N=95)	92.5% (n=73 N=79)	
<b>English Language Proficiency Assessments (ELPAC):</b> % of English Learner students growing 1 or more levels	Elementary	Note: ELPAC is a new test & 18-19 is 1st data.			52.9% (n=181 N=343)	20% (n=34 N=170)	59% (n=76 N=129)	53% (n=134 N=251)	54% (n=138 N=255)	
	Secondary				48.8% (n=139 N=285)	22% (n=55 N=249)	46% (n=118 N=257)	53% (n=146 N=278)	43% (n=119 N=276)	
<b>CAASPP English Language Arts:</b> % of Reclassified Fluent English Proficient, Hispanic/Latinx, African-American, Low Income and Special Education students scoring a 3 or 4 overall	Elementary	Reclassified Fluent English Proficient	54% (n=36 N=67)	53% (n=31 N=58)	48% (n=47 N=97)	44% (n=30 N=68)	N/A	N/A	62% (n=32 N=52)	62% (n=38 N=61)
		Hispanic/Latinx	29% (n=121 N=418)	29% (n=114 N=400)	26% (n=93 N=363)	27% (n=98 N=366)	N/A	N/A	31% (n=99 N=318)	32% (n=106 N=335)
		Low Income	30% (n=142 N=472)	30% (n=117 N=390)	24% (n=90 N=381)	26% (n=90 N=352)	N/A	N/A	29% (n=85 N=291)	29% (n=96 N=327)
		Special Education	29% (n=42 N=144)	27% (n=40 N=151)	23% (n=37 N=162)	27% (n=46 N=171)	N/A	N/A	27% (n=38 N=143)	28% (n=45 N=163)

	Secondary	Reclassified Fluent English Proficient	45% (n=152 N=337)	40% (n=116 N=287)	42% (n=154 N=371)	53% (n=186 N=349)	N/A	61% (n=52 N=85)	49% (n=155 N=319)	51% N=174 N=342)
		Hispanic/ Latinx	39% (n=265 N=680)	37% (n=263 N=705)	38% (n=267 N=697)	46% (n=307 N=669)	N/A	56% (n=71 N=127)	40% (n=259 N=653)	42% (n=298 N=704)
		Low Income	39% (n=298 N=763)	38% (n=284 N=746)	38% (n=268 N=698)	45% (n=305 N=676)	N/A	43% (n=45 N=104)	38% (n=219 N=569)	42% (n=281 N=670)
		Special Education	21% (n=48 N=229)	19% (n=43 N=221)	17% (n=28 N=168)	19% (n=34 N=179)	N/A	8% (n=2 N=24)	19% (n=41 N=215)	20% (n=46 N=235)
<b>CAASPP Math:</b> % of Reclassified Fluent English Proficient, Hispanic/Latinx, African-American, Low Income and Special Education students scoring a 3 or 4 overall	Elementary	Reclassified Fluent English Proficient	31% (n=21 N=67)	47% (n=27 N=58)	29% (n=28 N=96)	28% (n=19 N=68)	N/A	N/A	44% (n=23 N=52)	39% (n=24 N=61)
		Hispanic/ Latinx	23% (n=97 N=421)	22% (n=89 N=399)	19% (n=69 N=367)	24% (n=87 N=367)	N/A	N/A	20% (n=63 N=319)	23% (n=79 N=342)
		Low Income	24% (n=114 N=473)	22% (n=85 N=387)	15% (n=59 N=383)	21% (n=75 N=354)	N/A	N/A	18% (n=52 N=291)	22% (n=73 N=330)
		Special Education	23% (n=33 N=144)	27% (n=41 N=150)	20% (n=32 N=161)	28% (n=47 N=170)	N/A	N/A	17% (n=24 N=144)	23% (n=37 N=163)
	Secondary	Reclassified Fluent English Proficient	26% (n=87 N=336)	26% (n=74 N=286)	24% (n=89 N=371)	30% (n=103 N=345)	N/A	24% (n=18 N=75)	19% (n=58 N=311)	23% (n=79 N=340)
		Hispanic/ Latinx	23% (n=157 N=682)	21% (n=152 N=718)	22% (n=153 N=701)	26% (n=172 N=667)	N/A	29% (n=33 N=115)	16% (n=103 N=660)	19% (n=135 N=704)
		Low Income	24% (n=182 N=760)	22% (n=164 N=757)	23% (n=162 N=706)	28% (n=191 N=674)	N/A	24% (n=22 N=92)	19% (n=110 N=572)	20% (n=133 N=672)



		Special Education	12% (n=27 N=226)	13% (n=27 N=216)	11% (n=18 N=169)	10% (n=18 N=175)	N/A	4% (n=1 N=24)	5% (n=11 N=207)	6% (n=15 N=232)
<b>iReady Reading:</b> % of Reclassified Fluent English Proficient, Hispanic/Latinx, Low Income and Special Education students in 3rd grade scoring on grade level on the iReady reading assessment at the end of the school year	Hispanic/Latinx	Note: 20-21 is the 1st year of data for Elementary.						43% (n=48 N=112)	47% (n=42 N=90)	53% (n=65 N=123)
	White							61% (n=140 N=229)	66% (n=108 N=163)	71% (n=156 N=221)
	EL							30% (n=23 N=77)	26% (n=12 N=47)	24% (n=11 N=46)
	Low Income							41% (n=48 N=117)	42% (n=31 N=73)	56% (n=62 N=111)
	Special Education							36% (n=20 N=55)	43% (n=13 N=30)	41% (n=27 N=66)

**Goal #4:** We will develop a highly collaborative, professional culture focused on supporting effective teaching.

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Note: The data below are derived from the annual Working Conditions Survey.								
% of teachers reporting they review student work and outcomes data in Professional Learning Communities with colleagues and have modified their practices as a result.	*	88%	90%	88%	75%	90%	85%	86%
% of teachers reporting "Overall, my school is a good place to work and learn."	*	93%	90%	89%	81%	94%	96%	93%
% of classified staff reporting "Overall, my school is a good place to work and learn."	*	93%	90%	88%	96%	95%	96%	97%

**Goal #5: SCCS will maintain a balanced budget & efficient, effective management.**

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
LCAP budget process reflects district strategic goals, invites input, and assures funding of core priorities, and includes parent input	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of secondary students lost to private and charter schools	19	31	42	67	94	118	85	88
Number of students returning from private and charter schools <i>(*Count incomplete as some families left the school previously attended blank -- will be corrected next year)</i>	Note: Gathering baseline data 2019-20				Not available	*88	134	155
Average time for completing facilities work orders.	Note: Gathering baseline data 2019-20				2.5 work days	7 work days*/**	10 days*/**	14 days*/** *
Average time for completing technology tech tickets.	Note: Gathering baseline data 2019-20				18 Hrs 23 min	28 Hrs 45 min	13 Hrs 20 min	17 Hrs 43 min

\* No allowance made for long term or summer projects list.

\*\* With new trade qualified maintenance staff more complex work has been taken on in house rather than contracted.

\*\* Work orders now also assigned to contractors.

**Goal #6: SCCS will maintain strong communication & partnerships with its diverse community.**

Note: The data below are derived from the annual LCAP parent survey.	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
% of parents reporting that when they contact the school they receive courteous attention.	88% n=648 N=736	89% n=791 N=889	88% n=912 N=1036	86% n=1097 N=1,276	84% n=801 N=954	87% n=931 N=1,070	83% n=939 N=1,132	85% n=1,416 N=1,664
% of parents reporting they receive sufficient information regarding their child's program, progress, and needs.	73% n=537 N=736	76% n=676 N=889	74% n=767 N=1036	72% n=919 N=1,276	69% n=658 N=954	74% n=792 N=1,070	71% n=804 N=1,132	77% n=1,280 N=1,664
% of parents reporting that the school and district seek their input and ideas in decision making				63% n=804 N=1,276	43% n=410 N=954	62% n=663 N=1,070	54% n=606 N=1,132	58% n=963 N=1,664

% of parents reporting they receive clear and relevant communication about school and district related events and issues (baseline 2021 - 22)							77% n=871 N=1,132	82% n=1,361 N=1,664
% of parents who report knowing who to go to with a problem or concern (baseline 2021 - 22)							68% n=770 N=1,132	71% n=1,183 N=1,664
% of parents reporting the school website is clear and accessible (baseline 2021 - 22)							59% n=665 N=1,132	62% n=1,032 N=1,664
% of parents reporting the district website is clear and accessible (baseline 2021 - 22)							61% n=688 N=1,132	65% n=1,071 N=1,664
% of parents participating in the annual parent survey	11% N=736	13% N=889	16% N=1036	20% N=1,276	15% N=954	17% N=1,070	17% N=1,132	28% N=1,664

# Annual Goals & Metrics Report

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November 8, 2023



# District Goals

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- Goal #1:** All Santa Cruz City School Students will be prepared to successfully access post-secondary college & career opportunities.
- Goal #2:** SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #3:** We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.
- Goal #4:** We will develop a highly collaborative, professional culture focused on supporting effective teaching.
- Goal #5:** SCCS will maintain a balanced budget and efficient, effective management.
- Goal #6:** SCCS will maintain strong communication & partnerships with its diverse community.



# Goal #1:

All SCCS students will be prepared to **successfully access post-secondary college and career** opportunities

Students will meet or exceed the grade level Common Core State Standards in English Language Arts & Mathematics.



- **CAASPP Data (see CAASPP Presentation)**
- **Algebra Grad Requirement**
- **81% of 9th graders passed Integrated Math 1 with a C- or better (up 5%)**

Students will be prepared for career opportunities.



- **39% of HS students took a CTE course (up .6%)**

Students will be prepared to successfully access college opportunities.



- **67.6% of high school students were A-G eligible (baseline in 2010-11 was 48%)**
- **Graduation Rate rate increased 2.45% to 94.96 (baseline 89.7% in 2016-17)**



# Goal #1: Areas *for* Continuous Improvement

## **Continued implementation of the Academic Excellence & Equity Plan:**

- Districtwide common formative & summative assessments in math
- Districtwide common formative assessments in all grades & core academic areas
- Districtwide focus on excellence in instruction: high impact instructional strategies, Priority Standards, common district assessments



# Goal #2:

SCCS will create positive, engaging school environments that **promote the development of cognitive skills & social-emotional well being** of all students

## Year over year data impacted by pandemic conditions

The number of students chronically absent will decrease.



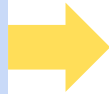
- Elementary **increased** slightly 25.4% to 26%
- Secondary **increased** 2.8 from 22.2% to 25%

Student suspension rates will decrease.



- Elementary **was the same** at .3%
- Secondary **increased** by 1.1% to 3.3%

Students will report they are connected at school.



- Elementary **increased** 6% to 86%
- Secondary **increased** 1% to 61%





# Goal #2: Areas for Continuous Improvement

- Continue to refine the attendance teams process at each school site
- Continue to refine implementation of PBIS at elementary and middle schools & begin implementation at high schools
- Continue to build a counseling program that strategically utilizes the social workers, social work interns, & social emotional counselors
- Continue efforts to coordinate county behavioral health services
- Implement monthly PD for classified teams for job alike to build consistency and capacity



# Goal #3:

We will **eliminate the achievement gaps** that currently exist between demographic groups within the SCCS school community

**English Learners will achieve proficiency in English.**



- **Elementary:** 1% increase in the number of students who gained one or more levels on the ELPAC (from 53% to 54%)
- **Secondary:** 10% decrease in the number of students who gained one or more levels on the ELPAC (from 53% to 43%)
- **English Learner Graduation** rate has increased by 1.4% (86.8%)

**We will achieve equitable student outcomes.**



- Gap still exists between student groups, though most student groups made growth compared to previous year (Scores shared in detail in CAASPP presentation)



# Goal #3: Areas for Continuous Improvement

- Continue district-wide focus on English Learner programs, Integrated ELD and Designated ELD.
- Identify new Designated ELD curriculum for secondary
- Continued implementation of the Academic Excellence & Equity Plan
- Continue to refine Tier 2 Reading & Math interventions & supports
- Continue secondary Peer Tutoring programs
- Continue after school programs that support academics
- Improve articulation with partner districts for English Learner & Special Education students



# Goal #4:

We will develop a highly **collaborative, professional culture** focused on supporting **effective teaching**

**Teachers will participate in Professional Learning and Collaborative Team meetings.**



- **86% of teachers report they review student work and outcomes with colleagues.** (up from 85%)

**We will create a positive district culture and climate.**



- **93% of certificated staff** reported “Overall, my school is a good place to work and learn.” (down from 96%)
- **97% of classified staff** reported “Overall, my school is a good place to work and learn.” (up from 96%)



# Goal #4: Areas for Continuous Improvement

- Continue to refine implementation of Professional Learning Communities and support our Santa Cruz Instructional Leadership (SCIL) Team leaders in facilitating this work
- Refine data cycles using the district common formative assessments
- Secondary grading practices agreements & district grading task force
- Continue to support teachers & classified staff in participating in high quality professional development opportunities



# Goal #5:

SCCS will maintain a **balanced budget** & efficient & **effective management**

The budget process follows state guideline for goal setting, priorities & stakeholder engagement.



- All stakeholders are involved in the budget process

We will improve student retention in our district.



- 88 secondary students left the district for private schools (**up 3 students** from 85)
- 155 students returning from private and charter schools (**up 21 students**)

We will reduce the average response time on facilities work orders & tech tickets



- Response time for completing facilities work orders increased to 14 days (from 10 days)
- Response time for completing tech tickets increased to 17 hours and 43 minutes (up from 13 hours 20 minutes)

# Goal #5: Areas for Continuous Improvement

- Continue to seek input and involvement from all stakeholders in the budgeting process
- Share & celebrate schools' achievements with the community
- Implement new work order process where site custodians do initial evaluation and fixes where possible

*(In 2022-23, there were **4,118 work orders** submitted for **6 maintenance specialists**)*



# Goal #6:

SCCS will maintain **strong communication** and **partnerships** with its diverse community

**We will provide excellent customer service to our parents & community.**

(Parent participation on the annual survey increased 11% → from 17% to 28%)

## Parents reported:

- **85%** receive courteous attention when they contact the school they receive **(up 2%)**
- **77%** receive sufficient information regarding their child and school **(up 6%)**
- **58%** felt the school & district seek their input & ideas **(up 4%)**
- **82%** receive clear & relevant communication about school & district events and issues **(up 5%)**
- **71%** know who to go to with a problem or concern **(up 3%)**
- **62%** think the school website is clear & accessible **(up 3%)**
- **65%** think the district website is clear & accessible **(up 4%)**



## Goal #6: Areas for Continuous Improvement

- Develop partnerships with community organizations to better support parent engagement in our schools
- Continue to work to develop positive relationships with families so they feel welcome at our school sites
- Continue to update websites - *noting that new websites were not completed when this data was collected last November.*
- Continue work to improve communication with families & communicate specifically about how their input affects decision making



# Questions?



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Purchase Orders, Bids, and Quotes

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the purchase orders, bids, and quotes from October 14, 2023 through October 29, 2023.

### **BACKGROUND:**

A detailed report is attached, listing purchase orders, quotes and bids that require Board approval prior to release to vendors or ratification within 60 days as allowed by Education Code 17605.

The following definitions are provided to clarify the differences between purchase orders, quotes, and bids:

#### **Purchase Orders:**

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. The Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor.

#### **Quotes:**

For the purchase of materials and supplies between \$15,000 and \$60,000 more than one quote is required and may be verbal or written. When purchases will be \$15,000 to \$109,300 for contracted work other than Public Works Projects and \$60,000 to \$109,300 for materials and supplies, several vendors are contacted for written quotes/proposals. This process, though not as rigorous as a bid, ensures that the District has involved more than one vendor and will secure a competitive price.

#### **Bids/RFP:**

A formal process including advertising to notify prospective bidders, distribution of written specification regarding the work or materials, and compliance with legal guidelines for bidding, must be followed for contracted work other than CUPCAA Public Works Projects projected to cost \$109,300 and over, or for materials and supplies in the sum of \$109,300 or over unless a Cooperative Purchasing Agreement is being utilized under PCC 20118. Under CUPCAA contracts may be awarded up to \$60,000 without additional quotes. Informal bidding procedures are followed for Public Works projects from \$60,000 to \$200,000 and a formal bid

**AGENDA ITEM: 8.3.2.1**

process occurs for Public Works projects over \$200,000 (PCC 20117(B), 20651(B). Bids are solicited from a wide pool of prospective vendors, thus assuring that when the award is made to the lowest responsible bidder and that the District receives the best price available.

This work is in direct support of the following District goal and its corresponding metrics:  
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Description

Includes Purchase Orders dated 10/14/2023 - 10/29/2023

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01307	CROWE LLP	DISTRICT AUDIT FOR 22-23 FISCAL YEAR	BUSN	01	NO REPORTING RI	26,600.00
PO24-01308	ESTRELLITA INC	Estrellita Sonidos Iniciales	DLEL	01	LOTTERY:INSTRU	1,518.12
PO24-01309	JEFFREY N BOTTORFF	IT CONSULTING SERVICES	FIN	01	NO REPORTING RI	5,000.00
PO24-01310	AMAZON CAPITAL SERV	Riser Stands	HHS	01	OTHER RESTRICT	26.35
PO24-01311	AMAZON CAPITAL SERV	Maps	HHS	01	BAS GNT LOW-INC	66.63
PO24-01312	AMAZON CAPITAL SERV	Rebecca Hayman - Ergonomic Keyboard	WHWL	01	OTHER RESTRICT	111.37
PO24-01313	E3 DIAGNOSTICS INC.	OAE (hearing machine) calibration	SPED	01	SE:STATE LOCAL	143.33
PO24-01314	B & H PHOTO	Photo Paper	HHS	01	C. PERKINS CTE:	147.28
PO24-01315	PEARSON CLINICAL AS	MM Pearson Psych Order	SPED	01	SE:STATE LOCAL	183.54
PO24-01316	AMAZON CAPITAL SERV	SPED Classroom Supplies	SCHS	01	NO REPORTING RI	208.47
PO24-01317	AMAZON CAPITAL SERV	KB Preschool SDC Classroom Supplies	SPED	01	SE:STATE LOCAL	318.12
PO24-01318	JUNIOR LIBRARY GUIL	Renewal of yearly subscription for library	SQHS	01	NO REPORTING RI	329.62
PO24-01319	SC COAST ATHLETIC L	CCS Spring Sport Playoff Fees	SQHS	01	Measure T	330.00
PO24-01320	SC COAST ATHLETIC L	CFP Spring Sports Playoff Fees #23-011	SQHS	01	Measure T	330.00
PO24-01321	AMAZON CAPITAL SERV	Leafblower for custodian	BSS	01	OTHER RESTRICT	420.00
PO24-01322	AMAZON CAPITAL SERV	Supplies school connectedness event	SQHS	01	DONATIONS	427.40
PO24-01323	PHOENIX CERAMICS SU	Art Supplies/Stella	GAEL	01	Measure U	455.00
PO24-01324	AMAZON CAPITAL SERV	Open Supplemental books AFE	BSS	01	LOTTERY:INSTRU	500.00
PO24-01325	Gopher Sport	PE Pull Floats	HHS	01	NO REPORTING RI	527.49
PO24-01326	HOME DEPOT INC	DISHWASHER FOR MILLER MAXFIELD	M&O	01	OTHER RESTRICT	537.59
PO24-01327	CIF-CALIF INTERSCHO	CFP state dues for athletic fees	SQHS	01	Measure T	862.40
PO24-01328	AMAZON CAPITAL SERV	Open PO for Visual/Media Arts Supplies	HHS	01	C. PERKINS CTE:	1,000.00
PO24-01329	VOCABULARY.COM	Online vocabulary subscription for English	SQHS	01	LOTTERY:INSTRU	1,540.00
PO24-01330	CURRICULUM ASSOCIAT	Phonics For Reading	SPED	01	OTHER RESTRICT	1,715.77
PO24-01331	PHOENIX CERAMICS SU	Open PO for ceramic classroom supplies	SQHS	01	LOTTERY:INSTRU	3,000.00
PO24-01332	GREAT BOOKS FOUNDAT	JR Great Books Materials for AVID Scope/Sequence	CURR	01	LOTTERY:INSTRU	5,174.40
PO24-01333	APPLE COMPUTER INC	iPads + Cases for Newcomer ELs	CURR	01	ESEA:IMMIGRANT	12,721.16
PO24-01334	PHIL ALLEGRI ELECTR	SQHS - AUDITORIUM, REPAIR & REPLACE LIGHT FIXTURES	M&O	01	ONGOING & MAJO	20,366.00
PO24-01335	FOLLETT CONTENT SOL	Library Books	HHS	01	LOTTERY:INSTRU	1,077.77
PO24-01336	SANTA CRUZ, CITY OF	STORM WATER USERS CHARGE	FIN	01	NO REPORTING RI	4,542.17
PO24-01337	CREATIVE BUS SALES	Ford Model Transit Van	TRAN	01	TRANSPORT:HOM	101,841.54
PO24-01338	PHOENIX CERAMICS SU	Clay	HHS	01	LOTTERY:INSTRU	1,058.17
PO24-01339	JON THEODOR LEE	JL PARENT REIMBS - (RE: JL/SETTLEMENT AGREEMENT)	SPED	01	NO REPORTING RI	5,707.10

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Description

Includes Purchase Orders dated 10/14/2023 - 10/29/2023

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01340	AMAZON CAPITAL SERV	Social Studies Classroom Supplies	HHS	01	BAS GNT LOW-INC	57.39
PO24-01341	AMAZON CAPITAL SERV	Design/Visual Classroom Supplies	HHS	01	C. PERKINS CTE:	730.90
PO24-01342	AMAZON CAPITAL SERV	Presentation Zen for OLA Sec Director	CURR	01	ESSER III ARP	21.81
PO24-01343	CROWE LLP	BOND AUDIT FOR 22-23 FISCAL YEAR	BUSN	21	Bond A Secondar	5,000.00
PO24-01344	FREESTYLE SALES CO	Design/Visual Classroom Supplies	HHS	01	C. PERKINS CTE:	163.73
PO24-01345	UC REGENTS OF CALIF	Pre-Pay Field Trip on 11/3/23	WLEL	01	DONATIONS	175.00
PO24-01346	PAR INC	DW PSYCHOLOGIST ASSESSMENTS 23-24	SPED	01	SE:STATE LOCAL	226.58
PO24-01347	PEARSON CLINICAL AS	Pearson OT ASSESSMENTS 23-24	SPED	01	SE:STATE LOCAL	226.65
PO24-01348	FIRST ALARM	NB - GYM INTRUSION SYSTEM & MONITORING	M&O	01	ONGOING & MAJO	744.76
PO24-01349	RICHARD MARKS	Marks, Richard Settlement	SPED	01	NO REPORTING RI	41,711.75
PO24-01350	AMAZON CAPITAL SERV	Maritza Turpin/SPED Supplies	GAEL	01	SE:STATE LOCAL	200.00
PO24-01351	DIDAX EDUCATIONAL R	Eureka Math Manipulative Kit	DLEL	01	LOTTERY:INSTRU	1,589.93
PO24-01352	SAFEWAY STORES INC	Open PO for supplies for Dia De Los Muertos	SQHS	01	DONATIONS	150.00
PO24-01353	PIONEER VALLEY EDUC	CFP - Phonics Storybooks(Invoice I253789)	BVEL	01	OTHER RESTRICT	617.26
PO24-01354	UCSC	CFP: UCSC H/SS Adoption Consultant	CURR	01	NO REPORTING RI	2,499.00
PO24-01355	STAPLES ADVANTAGE	OPEN PO FOR QUALITY PAPER NEEDED FOR SCHOOL	SQHS	01	NO REPORTING RI	2,000.00
PO24-01356	ENTERPRISE RENT-A-C	Open PO for Enterprise Car Rental	HR	01	NO REPORTING RI	250.00
PO24-01357	AMAZON CAPITAL SERV	Books for Monarch Reading unit	CURR	01	NO REPORTING RI	147.94
PO24-01358	COMMUNITY PRINTERS	Business cards Pam Perkins	BSS	01	NO REPORTING RI	50.00
PO24-01359	CALIFORNIA SCHOOL N	D. Boyd CSNO Annual Membership	STUS	01	NO REPORTING RI	160.00
PO24-01360	MISSION HILL BLDG O	CFP - PARKING LOT WORK	BUSN	01	OTHER RESTRICT	1,956.33
PO24-01361	SILVIA PATIENCE	Sylvia Patience - State Mandated Hearing & Vision	STUS	01	NO REPORTING RI	2,700.00
PO24-01362	AMAZON CAPITAL SERV	Library Supplies	HHS	01	NO REPORTING RI	99.75
PO24-01363	PEARSON CLINICAL AS	Pearson Psych Order 2023-24 Part 3	SPED	01	SE:STATE LOCAL	1,995.00
PO24-01364	AMAZON CAPITAL SERV	CC TEXTBOOKS NEEDED ASAP	SQHS	01	NO REPORTING RI	402.43
PO24-01365	TEXTBOOK WAREHOUSE	CC TEXTBOOKS FOR ENGLISH	SQHS	01	NO REPORTING RI	3,506.53
PO24-01366	AMAZON CAPITAL SERV	Library Books	HHS	01	LOTTERY:INSTRU	125.65
PO24-01367	HEALTH CONNECTED	Puberty Talk Curriculum Pilot Digital Subscription	CURR	01	NO REPORTING RI	1,925.44
PO24-01369	IXL LEARNING	IXL Site License 2023-24	SPED	01	SE:STATE LOCAL	1,050.00
PO24-01370	TEXTHELP INC	SpED Annual SW subscriptions 2023-24	SPED	01	SE:STATE LOCAL	930.00
<b>Total</b>						<b>270,200.62</b>

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## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Warrant Register

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the warrants on the Board Payment Report. The report covers vendor warrants issued from October 13, 2023 through October 30, 2023.

## Checks Dated 10/13/2023 through 10/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1045790	10/16/2023	19SIX ARCHITECTS	14,610.00
1045791	10/16/2023	ALBION ENVIRONMENTAL INC	860.13
1045792	10/16/2023	HANCOCK PARK & DELONG INC.	175.00
1045793	10/16/2023	KENT CONSTRUCTION	79,470.64
1045794	10/16/2023	MOORE TWINING ASSOCIATES INC	4,940.77
1045795	10/16/2023	PEARTREE + BELLI ARCHITECTS INC	50,617.60
1045796	10/16/2023	SANTA CRUZ SENTINEL	617.60
1045797	10/16/2023	SANTA CRUZ, COUNTY OF	1,160.00
1045798	10/16/2023	SIERRA SCHOOL EQUIPMENT	22,277.91
1045799	10/16/2023	A TOOL SHED EQUIPMENT RENTALS	289.71
1045800	10/16/2023	ABA BUILDING SERVICES	585.00
1045801	10/16/2023	ACCO-WILSON INC	10,616.95
1045802	10/16/2023	ACE PORTABLE SERVICES	2,184.18
1045803	10/16/2023	AMAZON CAPITAL SERVICES	1,052.80
		Unpaid Tax	.03-
		Expensed Amount	1,052.77
1045804	10/16/2023	AMERICAN LEAK DETECTION	1,200.00
1045805	10/16/2023	ANTHEM SPORTS LLC	10,473.18
1045806	10/16/2023	APED	229.41
1045807	10/16/2023	APPI	1,146.96
		Unpaid Tax	2.63-
		Expensed Amount	1,144.33
1045808	10/16/2023	B & B SMALL ENGINE REPAIR	1,014.59
1045809	10/16/2023	BOSCO CONSTRUCTION SERVICES INC	18,745.00
1045810	10/16/2023	CARDIFF PEST CONTROL INC	450.00
1045811	10/16/2023	CINTAS CORPORATIONS	141.93
1045812	10/16/2023	COAST LOCK & SAFE	879.47
1045813	10/16/2023	COAST PAPER & SUPPLY	179.82
1045814	10/16/2023	CRYSTAL SPRINGS WATER	69.00
1045815	10/16/2023	EWING IRRIGATION PRODUCTS	58.71
		Unpaid Tax	.14
		Expensed Amount	58.85
1045816	10/16/2023	FACILISERV INC	1,294.28
		Unpaid Tax	2.85
		Expensed Amount	1,297.13
1045817	10/16/2023	FERGUSON ENTERPRISES	2,432.02
1045818	10/16/2023	KELLY MOORE PAINT CO	49.42
1045819	10/16/2023	KNORR SYSTEMS INTERNATIONAL	22,716.52
1045820	10/16/2023	KONE INC	2,059.13
1045821	10/16/2023	NORTH GLASS	278.86
1045822	10/16/2023	REXEL ENERGY SOLUTIONS	1,155.87
1045823	10/16/2023	SAN LORENZO LUMBER AND HOME CENTER	480.79
1045824	10/16/2023	SANTA CRUZ AUTO PARTS INC	74.47
1045825	10/16/2023	ST SCENE ON & OFF ROAD PERF	4,730.46
1045826	10/16/2023	ACSIG/EDGE DENTAL ATTN: K DENNIS, EXEC DIR	52,349.20
1045827	10/16/2023	ACSIG/VSP VISION CARE ATTN: K DENNIS, EXEC DIR	6,569.00
1045828	10/16/2023	ADROIT ADVANCED TECH INC	7,446.50
1045829	10/16/2023	BAY SCHOOL, THE	37,417.12

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## Checks Dated 10/13/2023 through 10/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1045830	10/16/2023	BUSWEST	133.28
1045831	10/16/2023	CAMPUS KIDS CONNECTION INC	13,226.80
1045832	10/16/2023	CETPA	2,320.00
1045833	10/16/2023	COAST PAPER & SUPPLY	313.56
1045834	10/16/2023	DIESELWORKS	490.00
1045835	10/16/2023	FLYERS ENERGY LLC	4,103.46
1045836	10/16/2023	GAMEBREAKER INC.	6,466.29
1045837	10/16/2023	GOLD STAR FOODS	13,557.28
1045838	10/16/2023	HOME DEPOT INC	68.20
1045839	10/16/2023	MAXKNOWLEDGE INC	298.00
1045840	10/16/2023	P & R PAPER SUPPLY COMPANY INC	2,356.46
1045841	10/16/2023	P&A ADMINISTRATIVE SERVICES	183.50
1045842	10/16/2023	PRODUCERS DAIRY FOODS INC	7,038.32
1045843	10/16/2023	ROGER'S REFRIGERATION INC	350.34
1045844	10/16/2023	ROYAL COACH TOURS	1,371.00
1045845	10/16/2023	SPROUTS SC	6,733.40
1045846	10/16/2023	STAPLES ADVANTAGE	119.81
1045847	10/16/2023	SUTTER HEALTH PLUS	508,943.19
1045848	10/16/2023	UCSC-REGENTS	5,000.00
1045849	10/16/2023	Edmundson, Kallista M	3,501.42
1045850	10/16/2023	Moen, Susan J	237.24
1045851	10/16/2023	Dew, Christopher	29.49
1045852	10/16/2023	Golder, Renee P	135.34
1045853	10/16/2023	Reber, Michelle M	196.34
1045854	10/16/2023	Grogan, Denice M	26.19
1045855	10/16/2023	Manners, Wednesday R	73.49
1045856	10/16/2023	Blotz, Julieanna M	276.45
1045857	10/16/2023	Garcia, Joanna G	317.34
1045858	10/16/2023	Magana Alfaro, Michelle	269.62
1045859	10/16/2023	Wessels, Frank E	63.93
1045860	10/16/2023	Bradford, Helena L	110.40
1045861	10/16/2023	Rodriguez, Leslie	285.00
1045862	10/16/2023	Uncapher, Erin	36.56
1045863	10/16/2023	Taylor, Olivia R	11.26
1045864	10/16/2023	Rovick, Leif L	41.40
1045865	10/16/2023	Norton, Katharine E	73.83
1046490	10/23/2023	Rodriguez, Marili A	57.44
1046491	10/23/2023	Asamoto, Erin E	21.25
1046492	10/23/2023	AT&T MOBILITY	3,522.34
1046493	10/23/2023	GREENWASTE RECOVERY INC	8,158.37
1046494	10/23/2023	GS DIRECT LLC	4,726.26
1046495	10/23/2023	SANTA CRUZ, CITY OF	603.03
1046496	10/23/2023	SOLARCITY LMC SERIES 1 LLC	2,684.41
1046497	10/23/2023	SOQUEL CREEK WATER DISTRICT	9,555.29
1046498	10/23/2023	SPURR	23,877.51
1046499	10/23/2023	T-MOBILE USA INC	4,588.11
1046500	10/23/2023	Goldfarb, Sara A	208.97
1046501	10/23/2023	Orozco, Elizabeth O	73.62
1046502	10/23/2023	Puente, Debra J	93.73

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## Checks Dated 10/13/2023 through 10/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1046503	10/23/2023	Robles, Nereida	163.69
1046504	10/23/2023	Spiers, Amy E	61.40
1046505	10/23/2023	Cabrera, Kristina M	686.24
1046506	10/23/2023	Kemerling, Patricia A	60.00
1046507	10/23/2023	Leal, Naima M	58.91
1046508	10/23/2023	Garcia, Christopher D	153.97
1046509	10/23/2023	Osborne, Jeffrey B	194.96
1046510	10/23/2023	Banks, Branna D	45.00
1046511	10/23/2023	McGuire, Anna L	89.99
1046512	10/23/2023	Ohlson, Lily L	101.15
1046513	10/23/2023	Rominger, Sarah A	105.20
1046514	10/23/2023	Rovick, Leif L	175.25
1046515	10/23/2023	Lal, Rishi D	43.47
1046516	10/23/2023	Tremblay, David A	299.54
1046517	10/23/2023	AMAZON CAPITAL SERVICES	10,681.28
		Unpaid Tax	4.02
		Expensed Amount	10,685.30
1046518	10/23/2023	STATE BOARD OF EQUALIZATION	8,630.00
1046519	10/23/2023	A SIGN ASAP	131.70
1046520	10/23/2023	ACCO ENGINEERED SYSTEMS	4,023.25
1046521	10/23/2023	APED	878.45
1046522	10/23/2023	BOBBYS PIT STOP INC	40.75
1046523	10/23/2023	COAST PAPER & SUPPLY	85.40
1046524	10/23/2023	FERGUSON ENTERPRISES	1,065.67
1046525	10/23/2023	HINES PEST & WEED CONTROL DBA R AURIA INC	635.00
1046526	10/23/2023	HOME DEPOT INC	1,472.51
1046527	10/23/2023	HOSE SHOP	185.94
1046528	10/23/2023	INDEPENDENT ELECTRICAL SUPPLY	19.73
1046529	10/23/2023	INGENIUM GROUP LLC	19,371.51
1046530	10/23/2023	KELLY MOORE PAINT CO	84.82
1046531	10/23/2023	KELLY MOORE PAINT CO	133.73
1046532	10/23/2023	KELLY MOORE PAINT CO	98.58
1046533	10/23/2023	KNORR SYSTEMS INTERNATIONAL	3,826.76
1046534	10/23/2023	KOALA TREE CARE	3,942.99
1046535	10/23/2023	KONE INC	1,321.53
1046536	10/23/2023	NORTH GLASS	1,763.93
1046537	10/23/2023	SAN LORENZO LUMBER AND HOME CENTER	481.11
1046538	10/23/2023	SANTA CRUZ FIRE EQUIPMENT	114.00
1046539	10/23/2023	SANTA CRUZ RECORDS MANAGEMENT	435.00
1046540	10/23/2023	STATE OF CALIFORNIA	2,025.00
1046541	10/23/2023	VERIZON CONNECT FLEET USA LLC	1,216.38
1046542	10/23/2023	ANTHEM SPORTS LLC	380.38
		Unpaid Tax	1.82
		Expensed Amount	382.20
1046543	10/23/2023	AT&T	12,314.90
1046544	10/23/2023	BENCHMARK EDUCATION CO.	333.90
1046545	10/23/2023	BOOKSHOP SANTA CRUZ INC	607.62
1046546	10/23/2023	BRISA RANCH LLC	215.00

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Checks Dated 10/13/2023 through 10/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1046547	10/23/2023	BSN SPORTS LLC	3,139.81
		Unpaid Tax <u>6.83</u>	
		Expensed Amount <u>3,146.64</u>	
1046548	10/23/2023	CALIFORNIA DEPT OF JUSTICE ACCOUNTING OFFICE	3,870.00
1046549	10/23/2023	CALIFORNIA SCHOOL NURSES ORG	124.00
1046550	10/23/2023	CDW GOVERNMENT INC.	273.38
1046551	10/23/2023	CENGAGE LEARNING	50.00
1046552	10/23/2023	CINTAS CORPORATIONS	375.60
1046553	10/23/2023	COAST PAPER & SUPPLY	3,194.85
1046554	10/23/2023	COMPLETE MAILING SERVICE INC	1,283.81
1046555	10/23/2023	CORNELIUS SMIT	2,596.00
1046556	10/23/2023	DANIELSEN CO.	14,462.79
1046557	10/23/2023	DEMCO INC	843.34
1046558	10/23/2023	DICK BLICK CO.	874.97
1046559	10/23/2023	DISCOVERY CHARTERS	3,357.00
1046560	10/23/2023	EAST BAY RESTAURANT SUPPLY INC	30,918.90
1046561	10/23/2023	FOLLETT CONTENT SOLUTIONS LLC	3,675.23
1046562	10/23/2023	Gopher Sport	1,161.18
1046563	10/23/2023	HARDWOODS SPECIALTY PRODUCTS	521.28
		Unpaid Tax <u>1.10</u>	
		Expensed Amount <u>522.38</u>	
1046564	10/23/2023	HARDWOODS SPECIALTY PRODUCTS	1,101.21
		Unpaid Tax <u>3.78-</u>	
		Expensed Amount <u>1,097.43</u>	
1046565	10/23/2023	HENRY SCHEIN INC	47.97
		Unpaid Tax <u>.11</u>	
		Expensed Amount <u>48.08</u>	
1046566	10/23/2023	HOME DEPOT INC	107.26
1046567	10/23/2023	JW PEPPER & SON INC	735.61
1046568	10/23/2023	NASCO	333.50
1046569	10/23/2023	P & R PAPER SUPPLY COMPANY INC	1,935.00
1046570	10/23/2023	PALACE BUSINESS SOLUTIONS	1,395.08
1046571	10/23/2023	PERMA BOUND DIVISION INC	386.12
1046572	10/23/2023	PRIORS TIRES	534.96
1046573	10/23/2023	SAFEWAY STORES INC ACCT 58624	317.86
1046574	10/23/2023	SAN LORENZO LUMBER AND HOME CENTER	1,313.11
1046575	10/23/2023	SANTA CRUZ COE BUSINESS DEPARTMENT	2,710.00
1046576	10/23/2023	SC COUNTY SHERIFF - FISCAL	16,791.51
1046577	10/23/2023	SCHOOL HEALTH CORPORATION	62.05
1046578	10/23/2023	SCHOOL SERVICES OF CALIF	275.00
1046579	10/23/2023	SOQUEL NURSERY GROWERS INC	360.91
1046580	10/23/2023	SPORTS DESIGN INC	333.21
1046581	10/23/2023	STAPLES ADVANTAGE	1,416.94
1046582	10/23/2023	SYSCO FOOD SERVICES OF SF	2,324.23
1046583	10/23/2023	TANDY BEAL & COMPANY	144.00
1046584	10/23/2023	UBEO WEST LLC	137.74
1046585	10/23/2023	WATSONVILLE COAST PRODUCE	550.05
1046586	10/23/2023	WOODWIND AND BRASSWIND	278.04

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**Checks Dated 10/13/2023 through 10/30/2023**

Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Tax	.05
		Expensed Amount	278.09
1046587	10/23/2023	ALBION ENVIRONMENTAL INC	894.03
1046588	10/23/2023	BARTOS ARCHITECTURE INC	72,780.49
1046589	10/23/2023	CRW INDUSTRIES INC	76,582.35
1046590	10/23/2023	DIVISION OF STATE ARCHITECT	43,839.85
1046591	10/23/2023	DIVISION OF STATE ARCHITECT	311.00
1046592	10/23/2023	HART FLOOR CO.	5,480.00
1046593	10/23/2023	PG&E	52,605.15
1046594	10/23/2023	BOOKSHOP SANTA CRUZ INC	273.73
1046595	10/23/2023	CACHE VALLEY BANK TRUSTEE FBO ARBITER PAY DEPOSITS	58,500.00
1046596	10/23/2023	CAMPUS KIDS CONNECTION INC	24,278.80
1046597	10/23/2023	CDW GOVERNMENT INC.	116.96
1046598	10/23/2023	CINTAS CORPORATIONS	37.19
1046599	10/23/2023	CMC ASILOMAR	420.00
1046600	10/23/2023	CPM EDUCATIONAL PROGRAM	2,185.00
1046601	10/23/2023	DANIELSEN CO.	7,034.85
1046602	10/23/2023	EAST BAY RESTAURANT SUPPLY INC	11,551.43
1046603	10/23/2023	FLYERS ENERGY LLC	3,628.12
1046604	10/23/2023	FRONTLINE TECHNOLOGIES GROUP DBA FRONTLINE EDUCATION	1,933.74
1046605	10/23/2023	JEFFREY N BOTTORFF	5,000.00
1046606	10/23/2023	JW PEPPER & SON INC	107.48
1046607	10/23/2023	KITAYAMA BROS INC.	279.78
		Unpaid Tax	.38-
		Expensed Amount	279.40
1046608	10/23/2023	OTC BRANDS INC	214.00
1046609	10/23/2023	P & R PAPER SUPPLY COMPANY INC	990.48
1046610	10/23/2023	PALACE BUSINESS SOLUTIONS	137.71
1046611	10/23/2023	PRODUCERS DAIRY FOODS INC	7,222.34
1046612	10/23/2023	SAVVAS LEARNING COMPANY LLC	2,601.95
1046613	10/23/2023	SCHOLASTIC INC.	182.50
1046614	10/23/2023	WATSONVILLE COAST PRODUCE	2,876.00
1046615	10/23/2023	INDEPENDENT ELECTRICAL SUPPLY	379.37
		Unpaid Tax	.87
		Expensed Amount	380.24
1046616	10/23/2023	KNORR SYSTEMS INTERNATIONAL	737.11
<b>Total Number of Checks</b>			<b>203</b>
			<b>1,566,279.02</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	GENERAL/COUNTY SCHOOL	170	1,021,832.69
11	ADULT EDUCATION	1	20.17
13	CAFETERIA SPECIAL REVENUE	18	106,159.34
21	BUILDING	17	413,661.04
25	CAPITAL FACILITIES	3	13,397.40
40	SPL RESV CAPITAL OUTLAY PRJ	6	11,219.35

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

**Checks Dated 10/13/2023 through 10/30/2023**

Check Number	Check Date	Pay to the Order of	Check Amount
		Total Number of Checks	203
			1,566,289.99
		Less Unpaid Tax Liability	10.97
		<b>Net (Check Amount)</b>	<b><u>1,566,279.02</u></b>

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

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** First Quarter Investment Report

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the First Quarter Investment Report for 2023-24.

**BACKGROUND:**

SB564, effective January 1, 1996, requires local governments in California, including school districts, to make quarterly reports to the Governing Board on the investments of the agency.

District cash for all funds is on deposit with and is invested by the Santa Cruz County Auditor-Controller. The report of interest rates for the period 7/1/23 through 9/30/23 is attached. **The Quarterly Investment Report from the Santa Cruz County Treasurer's Office is an insert to the Board agenda book.**

The quarterly interest rate that applies to all funds has been:

	1 <sup>st</sup> Q	2 <sup>nd</sup> Q	3 <sup>rd</sup> Q	4 <sup>th</sup> Q
2015-16	0.623%	0.585%	0.676%	0.723%
2016-17	0.777%	0.764%	0.912%	0.965%
2017-18	0.977%	1.081%	1.307%	1.456%
2018-19	1.610%	1.863%	2.211%	2.330%
2019-20	2.312%	2.174%	1.965%	1.449%
2020-21	1.045%	0.723%	0.550%	0.400%
2021-22	0.373%	0.355%	0.426%	0.675%
2022-23	1.042%	1.407%	2.114%	2.615%
2023-24	3.139%			

**FISCAL IMPACT:**

The table above shows the interest rates in all funds since 2015-16. The interest earned year to date through the 1st Quarter of 2023-24 was \$907,851.81.

This work is in direct support of the following District goals and their corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

**AGENDA ITEM: 8.3.2.3**



Dr. Faris Sabbah, Superintendent · 400 Encinal Street, Santa Cruz, CA 95060

**MEMO**

**DATE:** October 4, 2023  
**TO:** DISTRICT BUSINESS MANAGERS  
**FROM:** SANTA CRUZ COUNTY OFFICE OF EDUCATION  
**SUBJECT:** 2023-2024 INTEREST SEPTEMBER 2023

The following summary of the Auditor - Controller's interest rates is provided for your information.

FY 23/24	1ST QTR			2ND QTR				
	JULY	AUGUST	SEPT.	AVERAGE	OCT.	NOV.	DEC.	AVERAGE
	2.907%	3.205%	3.305%	3.139%				

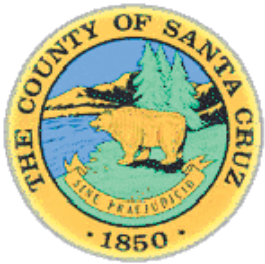
  

3RD QTR				4TH QTR			
JAN.	FEB.	MARCH	AVERAGE	APRIL	MAY	JUNE	AVERAGE

**PRIOR YEARS AVERAGE - PROVIDED BELOW IS A LISTING OF THE ANNUALIZED INTEREST RATES FOR THE LAST 24 FISCAL YEARS.**

YEAR	RATE	YEAR	RATE	YEAR	RATE
FY 22/23	1.79%	FY 14/15	0.45%	FY 06/07	5.27%
FY 21/22	0.46%	FY 13/14	0.36%	FY 05/06	4.23%
FY 20/21	0.68%	FY 12/13	0.35%	FY 04/05	2.20%
FY 19/20	1.98%	FY 11/12	0.49%	FY 03/04	1.30%
FY 18/19	1.97%	FY 10/11	0.59%	FY 02/03	1.99%
FY 17/18	1.21%	FY 09/10	0.81%	FY 01/02	3.28%
FY 16/17	0.86%	FY 08/09	1.88%	FY 00/01	6.28%
FY 15/16	0.65%	FY 07/08	4.16%	FY 99/00	5.82%

CC Rebecca Olker



# COUNTY OF SANTA CRUZ

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EDITH DRISCOLL  
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR  
701 OCEAN STREET, SUITE 100, SANTA CRUZ, CA 95060-4073  
(831) 454-2500 FAX (831) 454-2660

Laura Bowers, Chief Deputy Auditor-Controller

October 3, 2023

Below is the interest information for the County of Santa Cruz Investment Pool for September 2023 and comparison rates for prior year same month.

September 2023 average daily interest rate earned: 3.305%

September 2022 average daily interest rate earned: 1.108%

Fiscal 2023-24 year to date average interest rate: 3.139%

Fiscal 2022-23 year to date average interest rate: 1.042%

Interest rates vary and are determined by the market interest rate. Interest rates are calculated using 365 days in a year.

Monthly interest for your fund can be found in your Fund's revenue detail under object 40430 – Interest. Interest posted to 40430 relates to apportioned interest by the County Treasurer for funds held in the County Treasury.

Interest is calculated based on fund daily cash balances, including negative cash balances. Positive cash balances at the end of the day earn interest. Negative cash balances at the end of a day are charged interest.

If you have any questions regarding the above information, please contact the Auditor-Controller-Treasurer-Tax Collector's office General Accounting Team.

Thank you,

Tracy Laine

Cc: Edith Driscoll, Brian Howard



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Certificated Personnel Actions

**MEETING DATE:** November 8, 2023

**FROM:** Molly Parks, Assistant Superintendent of Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the certificated personnel actions as submitted.

**BACKGROUND:**

The attached certificated personnel actions are submitted in accordance with District policy, California Education Code, and the negotiated contract.

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.
- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.
- Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

## **2023-2024 APPOINTMENTS**

**Nathan Smith, 1.0 Science Teacher at Mission Hill Middle.** Nathan's educational background includes a BS in Ecology and Evolutionary Biology and an MA in Education from UC Santa Cruz as well as an MS in Environmental Engineering from UC Riverside. He holds a Preliminary Single Subject Teaching Credential for Biological Sciences and an English Learners Authorization. Nathan has one year of teaching experience and his status is Temporary.

## **2023-2024 EXTRA WORK ASSIGNMENTS**

**Jaime Alvarez Paulo**, Cultural Dance Enrichment Provider, Westlake Elementary, 9/16/23 – 1/15/24, not to exceed 21 hours

**Robin Aston**, Saturday School Supervisor, Soquel High, 8/16/23 – 12/31/23, not to exceed 16 hours

**Branna Banks**, Saturday School Supervisor, Soquel High, 9/16/23 – 6/15/24, not to exceed 50 hours

**Joshua Blevins**, Saturday School Supervisor, Soquel High, 8/16/23 – 12/31/23, not to exceed 16 hours

**Madeline Britton**, Saturday School Supervisor, Soquel High, 8/16/23 – 12/31/23, not to exceed 16 hours

**Amy Bullock**, PLC ELD Planning, Harbor High, 10/16/23 – 6/15/24, not to exceed 20 hours

**Carmen Clark**, Art Enrichment Provider, Branciforte Middle School, 9/16/23 – 5/15/24, not to exceed 60 hours

**Joseph Culver**, Lifelab and Cooking Enrichment Provider, Branciforte Middle School, 9/16/23 – 5/15/24, not to exceed 70 hours

**Katrina Del Carlo**, Saturday School Supervisor, Soquel High, 8/16/23 – 12/31/23, not to exceed 16 hours

**Gjon Feinstein**, Chess Enrichment Provider, Westlake Elementary, 9/16/23 – 1/15/24, not to exceed 30 hours

**Malcolm Fliesler**, Grading Equity Team, Soquel High, 8/16/23 – 6/15/24, not to exceed 10 hours

**Angela Gates**, After School Tutoring, Soquel High, 8/16/23 – 9/15/23, not to exceed 15 hours

### **2023-2024 EXTRA WORK ASSIGNMENTS (continued)**

**Alexandre Godinho**, Capoeira Enrichment Provider, Westlake Elementary, 9/16/23 – 1/15/24, not to exceed 24 hours

**Jaelynn Horton**, Hip Hop Enrichment Provider, Westlake Elementary, 9/16/23 – 1/15/24, not to exceed 27 hours

**Jessica Humburg**, After School Tutoring, Soquel High, 9/16/23 – 12/31/23, not to exceed 32 hours

**Anna McGuire**, After School Tutoring, Soquel High, 9/16/23 – 12/31/23, not to exceed 32 hours

**Ryan Ouse**, Drumline Enrichment Provider, Branciforte Middle School, 9/16/23 – 5/15/24, not to exceed 70 hours

**Leilani Poulson**, Music Enrichment Provider, DeLaveaga Elementary, 9/16/23 – 10/15/23, not to exceed 20 hours

**Keegan Rothwell**, AFE Art Enrichment Provider, Branciforte Small Schools, 10/16/23 – 6/15/24, not to exceed 42 hours

**Matthew Schilz**, Saturday School Supervisor, Soquel High, 9/16/23 – 6/15/24, not to exceed 40 hours

**Steve Seffinger**, ROV Enrichment Provider, Branciforte Middle School, 9/16/23 – 5/15/24, not to exceed 60 hours

**Laurel Shastri**, Movement & Dance Enrichment Provider, Westlake Elementary, 9/16/23 – 1/15/24, not to exceed 42 hours

**Alison Soohoo**, Saturday School Supervisor, Soquel High, 8/16/23 – 12/31/23, not to exceed 16 hours

**Klorissa Wofford**, Yearbook Enrichment Provider, Branciforte Middle School, 9/16/23 – 5/15/24, not to exceed 70 hours

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Classified Personnel Actions

**MEETING DATE:** November 8, 2023

**FROM:** Molly Parks, Asst. Superintendent, Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the classified personnel actions as submitted.

**BACKGROUND:**

The attached lists of classified personnel actions are submitted in accordance with the District, SCCCE Agreement and the Merit Rules.

This work is in direct support of the following district goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

## CLASSIFIED EMPLOYEE ACTIONS

Reviewed by Director-Classified Personnel: *Keneé Houser 10/31/23*

### • Employment Actions Concerning Regular Assignments •

#### **Probationary (New Hires or Temporary Employees Made Regular):**

Avelar, Lidia, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 10/18/23

Hernandez, Adolfo, Site Accounting Technician - SCHS, 5 hrs/9 mos, effective 10/24/23

Houghton, Harper, Paraeducator-Academic Intervention - HHS, 3.9 hrs/9 mos, effective 10/11/23

Luna Alvarado, Erika, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 10/23/23

Prieto, Jocelyn, Behavior Technician-Sped - BMS, 5.2 hrs/9 mos, effective 10/17/23

Synn, Audrey, Paraeducator-After School - BV, 3.9 hrs/9 mos, effective 10/24/23

#### **Out of Class:**

Butler, Christina, Director-Human Resources - HR, not to exceed 20 hrs, 7/11 - 8/22/23

#### **Resign Position:**

Getz, Linda, Yard Duty Monitor - WL, .5 hrs/9 mos, effective 10/23/23

#### **Separation from Service:**

Avila, Catarina, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 10/13/23

Buta, Marietta, Paraeducator-After School - BV, 3 hrs/9 mos, effective 10/16/23

Griffith, Madiha, Paraeducator-Sped - BV, 3 hrs/9 mos, effective 10/31/23

Lusardi, Kathryn, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 10/13/23

Rodriguez Cortez, Jennifer, Behavior Technician-PBIS - BV, 7 hrs/9 mos, effective 10/31/23

### • Short Term (not to exceed 126 days) and Substitutes •

#### **New Substitute and Short Term Employees:**

Chu, Nathaniel, Paraeducator-Various, effective 10/24/23

Fonseca Jensen, Raven, Food Service Worker I - FS, effective 10/24/23

Ford, Cody, Playground/Recess Coach - DL, not to exceed 20 hrs, 10/24/23 - 6/15/24

Ford, Cody, Yard Duty Monitor - DL, not to exceed 20 hrs, 10/24/23 - 6/15/24

Hamrouni, Zina, Paraeducator-Various, effective 10/25/23

Lam, Bang, Education Technology Specialist - IT, effective 10/24/23

Rincon, Isai, Paraeducator-Various, effective 10/16/23

Sipayung, Abraham, Food Service Worker I - FS, effective 10/16/23

Stewart, Kay, Paraeducator-Academic Intervention - BSS, effective 10/18/23

Whaley, Stephanie, Paraeducator-Various, effective 10/24/23

**Existing Substitute and Short Term Employees:**

Albert, George, Paraeducator-After School - BMS, not to exceed 30 hrs, 10/1/23 - 1/15/24

Aumack, Stacy, Paraeducator-Sped – BV, not to exceed 22.25 hrs, 9/18 – 10/5/23

Barrett, Courtney, Playground/Recess Coach - DL, not to exceed 15 hrs, 10/25 - 12/15/23

Barrett, Courtney, Yard Duty Monitor - DL, not to exceed 20 hrs, 9/16/23 - 6/15/24

Castro-Calvillo, Maria, Paraeducator - WL, not to exceed 5 hrs, 9/16 - 10/15/23

Flores, Elliott, Maintenance Specialist - M/O, not to exceed 250 hrs, 10/16/23 - 1/15/24

Flores, Elliott, Night Custodian – HHS, not to exceed 100 hrs, 10/16/23 - 6/30/24

Flores, Elliott, Warehouse Worker – FS, not to exceed 24 hrs, 9/1 – 10/15/23

Gembe, Emmanuel, Night Custodian – WL, not to exceed 32 hrs, 9/16 – 10/15/23

Gompertz, Julia, Paraeducator-Sped - SCHS, not to exceed 70 hrs, 9/16 - 12/31/23

Lowery, Dwight, Campus Safety Supervisor - SHS, not to exceed 180 hrs, 10/16/23 - 6/15/24

Navarro Ortiz, Melissa, Paraeducator-TK – WL, not to exceed 150 hrs, 9/16/23 – 1/15/24

Ortiz Pantoja, Julian, Night Custodian - DL, not to exceed 56 hrs, 10/11/23 - 1/15/24

Ortiz Pantoja, Julian, Night Custodian - MHMS, not to exceed 80 hrs, 10/16/23 - 6/30/24

Ritland, Jon, Paraeducator-TK - WL, not to exceed 6.5 hrs, 9/16 - 10/15/23

Rivera, Ashly, Paraeducator-Academic Intervention - MHMS, not to exceed 330 hrs, 10/16/23 - 3/15/24

Ronning, Linda, Paraeducator-Academic Intervention - DL, not to exceed 250 hrs, 8/16/23 - 6/15/24

Ryan, Michael, Night Custodian – SHS, not to exceed 400 hrs, 9/16/23 – 6/15/24

Samuel, Araceli, Paraeducator-Sped - SCHS, not to exceed 70 hrs, 9/16 - 12/31/23

Santiago, Atanacio, Night Custodian – WL, not to exceed 80 hrs, 9/15 – 10/16/23

Scruggs, Josephine, Office Assistant – WL, not to exceed 8 hrs, 9/16 – 10/15/23

Scruggs, Josephine, Paraeducator – WL, not to exceed 69.5 hrs, 9/16/23 – 1/15/24

Stoops, Benjamin, Night Custodian – BMS, not to exceed 40 hrs, 9/16/23 – 6/30/24

Stoops, Benjamin, Night Custodian – BSS, not to exceed 1040 hrs, 10/16/23 - 6/15/24

Stoops, Benjamin, Night Custodian – BV, not to exceed 16 hrs, 9/1 - 10/2/23

Stoops, Benjamin, Night Custodian – DL, not to exceed 40 hrs, 10/16/23 - 1/15/24

Stoops, Benjamin, Night Custodian – MHMS, not to exceed 80 hrs, 10/16/23 - 6/30/24  
Stoops, Benjamin, Night Custodian – SHS, not to exceed 80 hrs, 9/16 – 12/31/23  
Stoops, Benjamin, Night Custodian – WL, not to exceed 8 hrs, 9/16 – 10/15/23  
Tristan Lopez, Alejandra, Paraeducator-Academic Intervention – MHMS, not to exceed 160 hrs,  
9/16/23 – 3/15/24  
White, Olivia, Behavior Tech-Sped - SP, not to exceed 100 hrs, 9/16/23 - 1/15/24  
Woods, Emily, Yard Duty Monitor – BV, not to exceed 70 hrs, 9/18/23 – 1/12/24

**Regular Employees (Extra Hours, Short Term Assignments, or Substitute Assignments):**

Adams, Andrew, Paraeducator-Sped – BV, not to exceed 32 hrs, 9/25 – 10/11/23  
Anguiano Gonzalez, Crystal, Paraeducator-After School – BMS, not to exceed 40 hrs, 8/21 –  
9/29/23  
Avelar, Armando, Night Custodian – M/O, not to exceed 24 hrs, 9/16 – 12/31/23  
Avelar, Armando, Night Custodian – SHS, not to exceed 24 hrs, 9/16 – 12/31/23  
Berry, Helen, Paraeducator-Sped – WL, not to exceed 29.5 hrs, 9/16 – 10/15/23  
Berry, Helen, Paraeducator-Sped - HR, not to exceed 6 hrs, 10/16 - 11/15/23  
Blanck, Night Custodian - M/O, not to exceed 250 hrs, 10/16/23 - 6/30/24  
Brandi, Taylor, Paraeducator-After School - BV, not to exceed 120 hrs, 9/20/23 - 1/15/24  
Castillo-Musante, Carolyn, Paraeducator-Academic Intervention - GA, not to exceed 5 hrs,  
9/16/23 - 6/15/24  
Clark Williams, Gabriella, Paraeducator-After School – SHS, not to exceed 30 hrs, 9/16 –  
12/31/23  
Dominique, Jayden, Paraeducator-Academic Intervention - BV, not to exceed 17 hrs, 9/18 -  
9/29/23  
Elrod, Edward, Day Custodian - HHS, not to exceed 2 hrs, 9/16 - 11/15/23  
Elrod, Edward, Day Custodian - M/O, not to exceed 250 hrs, 10/16/23 - 6/30/24  
Estrada Ramirez, Mireya, Food Service Worker I - FS, not to exceed 5 hrs, 10/16 - 12/15/23  
Favorite, Amanda, Paraeducator-Sped - SP, not to exceed 1.5 hrs, 10/16 - 11/15/23  
Guevara Cruzado, Vanessa, Behavior Technician-Sped - HR, not to exceed 4.5 hrs, 10/16 -  
11/15/23  
Jimenez-Olivas, Paraeducator-TK – WL, not to exceed 72.75 hrs, 9/16 – 10/15/23  
Johnson, Elizabeth, Paraeducator-Sped - SP, not to exceed .5 hrs, 10/16 - 11/15/23  
Lopez, Areli, Yard Duty Monitor - GA, not to exceed 35 hrs, 8/10 - 11/16/23

Pio, Isaias, Campus Safety Supervisor - SCHS, not to exceed 4 hrs, 9/16 - 10/15/23  
Schenck, Sarena, Paraeducator-Sped - SP, not to exceed .2 hrs, 9/16 - 10/15/23  
Sliney, Lisa, School Admin Assistant II - HR, not to exceed 1.5 hrs, 9/16 -10/15/23  
Talbot, Aidan, Paraeducator – WL, not to exceed 2.75 hrs, 9/16 – 10/15/23  
Perry, Theresa, Paraeducator-After School – WL, not to exceed 150 hrs, 9/16/23 – 1/15/24  
Ramos, Mia, Paraeducator-Sped - SP, not to exceed 1 hr, 9/16 - 10/15/23

**Retired (Short Term Assignments, or Substitute Assignments):**

Clark, Hermanita, Attendance Technician - HHS, not to exceed 15.5 hrs, 9/16 - 10/15/23  
Clark, Hermanita, Attendance Technician – BMS, not to exceed 4 hrs, 10/6/23  
Clark, Hermanita, Campus Safety Supervisor – BMS, not to exceed 1 hr, 10/6/23  
Clark, Hermanita, Health Office Assistant – BMS, not to exceed 3 hrs, 10/6/23  
Della Mora, Ebby, School Administrative Assistant IV - DL, not to exceed 64 hrs, 10/13/23 - 6/15/24  
Jones, Jack, Night Custodian - SCHS, not to exceed 50 hrs, 10/16/23 - 6/15/24

**• Eligibility Lists Established •**

Office Assistant - District Office  
Parent / Community Support Coordinator  
School Bus Driver



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Memorandum of Understanding: Career Technical Education Magnets

**MEETING DATE:** November 8, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Career Technical Education Magnet Class Memorandum of Understanding for each of the following partner districts:

- SCCS (Receiving District) & San Lorenzo Valley Unified School District (Sending District)
- SCCS (Receiving District) & Scotts Valley Unified School District (Sending District)
- SCCS (Receiving District) & Santa Cruz County Office of Education (Sending District)
- Santa Cruz County Office of Education (Receiving District) & SCCS (Sending District)

These MOUs allow for students in the above listed partner districts to attend Santa Cruz City Schools' magnet Career and Technical Education programs.

**BACKGROUND:**

San Lorenzo Valley Unified School District, Scotts Valley Unified School District, and the Santa Cruz County Office of Education have all agreed, as detailed in the MOUs, to allow students from other districts to participate in Career and Technical Education programs that are unique to individual districts.

Santa Cruz City Schools has eight Career and Technical Education magnet courses that are open to any student in the county. The purpose and goal of the magnet course offerings are to give students more opportunities to engage in different Career and Technical Education courses that their district does not offer. For example, the two most popular Career and Technical Education magnet courses that Santa Cruz City Schools' students take are Culinary Arts and Fire Science. These two courses are made available to Santa Cruz City Schools students through the Santa Cruz County Office of Education.

**FISCAL IMPACT:**

\$1,000 per SCCS student attending the Fire Science Career and Technical Education magnet courses with the County Office of Education (receiving district), Measure T (Restricted)

**AGENDA ITEM: 8.4.1.1**

\$1,200 per SCCS student attending the Culinary Arts & Baking and Pastry Career Technical Education magnet courses with the County Office of Education (receiving district), Measure T (Restricted)

Santa Cruz City Schools will also receive \$1,200 per student for each student attending one of the Career and Technical Education magnet courses from a different district.

**Total Revenue for SCCS:**

\$1,200 from the Santa Cruz County Office of Education (1 student)

\$24,000 from San Lorenzo Valley Unified (12 students)

\$4,800 from Scotts Valley Unified (4 students)

**\$30,000 = Grand Total Revenue for SCCS magnet programs**

**Total Cost for SCCS Students attending County Office of Education magnet programs:**

**\$93,300** (\$58,300 for Culinary and Baking & Pastry courses, 53 students; \$35,000 for Fire Science, 35 students)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

**Santa Cruz City Schools DISTRICT and Scotts Valley School District MAGNET**  
**CLASS AGREEMENT**  
2023-24 Year

THIS AGREEMENT is between the Santa Cruz City Schools District (Receiving District) and Scotts Valley School District (Sending District). THE PURPOSE of this Agreement is to set forth the terms under which the Receiving District will provide the Sending District magnet class for the Students of Sending District. The cost per Sending District student shall be \$1,200.

- NOW, THEREFORE, in consideration of Receiving District offering classes to support the Sending District's students the following will apply.

**A. Sending District Responsibility:**

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary the District will read and familiarize themselves with the grant requirements that may be used to fund the classes in order to prepare, monitor and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be but not limited to Student data (ie: graduation rates, CTE rates, post secondary education/occupation/endeavors etc) required.
5. **Estimated Number of students to be sent: 4 Total estimated amount due: \$4,800.00.** See course name and rosters below.

**Auto Maintenance Intro A Student Roster**

[REDACTED]

**Sports Medicine Student Roster**

[REDACTED]

6. District shall pay the total amount due within 30 days of receiving the bill from the Receiving District, for those students enrolled.

**B. Receiving District Responsibility:**

1. District will require 25 or more students to enroll unless otherwise noted
2. District will enroll students identified by sending district.
3. Enrollment will be finalized for sending district for billing on the 15<sup>th</sup> day of class and notification will be sent to the sending district.
4. District will monitor students' attendance and report back to the sending district.

5. District will monitor students' progress and grades and report back to sending district.
  6. District will employ credentialed qualified teachers and staff for the classroom.
  7. District will maintain all equipment, supplies and labs needed for coursework.
  8. District will ensure all staff are properly trained regarding sexual abuse, molestation and mandated reporter.
- C. **Term.** This Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024.
- D. **Termination.** This Agreement will be active for the full Term unless mutually agreed by both Districts to terminate this program under the Agreement.
- E. **Administrative Costs.** The total costs to participating districts for the services performed by the Receiving District will be \$1,200 per student to be billed by the Receiving District by no later than July 31<sup>st</sup> 2023. Sending District will be required to pay the cost for each and every student enrolled during the Term.
- F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.
- G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.
1. Workers' Compensation Insurance. Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
  2. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
    - a. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of

the operations by or on behalf of the named insured in the performance of this Agreement.

- b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
3. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
4. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.
  2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon of execution of this Agreement.
  3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- H. **Facilities.** Receiving District shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of the willful misconduct by the Sending School District teacher.
- I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.

- J. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the parties under this Agreement.
- K. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.
- L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Sending District: Santa Cruz City Schools District

133 Mission Street, Suite 100  
Santa Cruz, CA 95060

Contact:  
Kris Munro, Superintendent

Receiving District: Scotts Valley School District  
108 Whispering Pines Dr. Scotts Valley, C  
95066

Contact: Tanya Kraus, Superintendent

- M. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

- N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Santa Cruz County, California and no other place.
- O. **Confidentiality of Student Information.** Any employee of Receiving District who may access Sending District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ of  
September \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sending District Superintendent, Date

\_\_\_\_\_  
Sending District CBO                      Date

\_\_\_\_\_  
Receiving District Superintendent, Date

\_\_\_\_\_  
Receiving District CBO                      Date

\_\_\_\_\_



**ALL SIGNED NON-DISCLOSURE AGREEMENTS BEHIND THIS SHEET.**

**Santa Cruz City Schools DISTRICT and San Lorenzo Valley School District**  
**MAGNET CLASS AGREEMENT**  
2023/24 School Year

THIS AGREEMENT is between the Santa Cruz City Schools District (Receiving District) and San Lorenzo Valley School District (Sending District). THE PURPOSE of this Agreement is to set forth the terms under which the Receiving District will provide the Sending District magnet class for the Students of Sending District. The cost per Sending District student shall be \$1,200.

- NOW, THEREFORE, in consideration of Receiving District offering classes to support the Sending District's students the following will apply.

A. **Sending District Responsibility:**

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary the District will read and familiarize themselves with the grant requirements that may be used to fund the classes in order to prepare, monitor and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be but not limited to Student data (ie: graduation rates, CTE rates, post secondary education/occupation/endeavors etc) required.
5. **Estimated Number of students to be sent: 20. Total estimated amount due: \$24,000.00.** See a list of sending district's students in each magnet course listed below.

**Automotive Maintenance Intro A Student Roster:**

[REDACTED]

**Health Careers Student Roster:**

[REDACTED]

**Med Tech Student Roster:**

[REDACTED]



**San Lorenzo Sports Med Student Roster:**



6. District shall pay the total amount due within 30 days of receiving the bill from the Receiving District, for those students enrolled.

**B. Receiving District Responsibility:**

1. District will require 25 or more students to enroll unless otherwise noted
2. District will enroll students identified by sending district.
3. Enrollment will be finalized for sending district for billing on the 15<sup>th</sup> day of class and notification will be sent to the sending district.
4. District will monitor students’ attendance and report back to the sending district.
5. District will monitor students’ progress and grades and report back to sending district.
6. District will employ credentialed qualified teachers and staff for the classroom.
7. District will maintain all equipment, supplies and labs needed for coursework.
8. District will ensure all staff are properly trained regarding sexual abuse, molestation and mandated reporter.

C. **Term.** This Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024.

D. **Termination.** This Agreement will be active for the full Term unless mutually agreed by both Districts to terminate this program under the Agreement.

E. **Administrative Costs.** The total costs to participating districts for the services performed by the Receiving District will be \$1,200 per student to be billed by the Receiving District by no later than July 31<sup>st</sup> 2023. Sending District will be required to pay the cost for each and every student enrolled during the Term.

F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such

liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.

1. Workers' Compensation Insurance. Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
2. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
  - a. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
3. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
4. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon execution of this Agreement.
3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- H. **Facilities.** Receiving District shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of the willful misconduct by the Sending School District teacher.
- I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.
- J. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the parties under this Agreement.
- K. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.
- L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Sending District: Santa Cruz City Schools District  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060

Contact:  
Kris Munro, Superintendent

Receiving District: San Lorenzo Valley School District  
  
325 Marion Ave.  
Ben Lomond, CA 95005

Contact:  
Christopher Schiermeyer

- M. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.
- N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Santa Cruz County, California and no other place.
- O. **Confidentiality of Student Information.** Any employee of Receiving District who may access Sending District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sending District Superintendent, Date

\_\_\_\_\_  
Sending District CBO                      Date

\_\_\_\_\_  
Receiving District Superintendent, Date

\_\_\_\_\_  
Receiving District CBO                      Date

\_\_\_\_\_

**ALL SIGNED NON-DISCLOSURE AGREEMENTS BEHIND THIS SHEET.**



**Santa Cruz City Schools DISTRICT and Santa Cruz County Office of Education**  
**MAGNET CLASS AGREEMENT**  
2023/24 School Year

THIS AGREEMENT is between the Santa Cruz City Schools District [Receiving District] and The Santa Cruz County Office of Education [Sending District]. THE PURPOSE of this Agreement is to set forth the terms under which the Receiving District will provide the Sending District magnet class for the Students of Sending District. The cost per Sending District student shall be \$1,200.

- NOW, THEREFORE, in consideration of Receiving District offering classes to support the Sending District's students the following will apply.

**A. Sending District Responsibility:**

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary the District will read and familiarize themselves with the grant requirements that may be used to fund the classes in order to prepare, monitor and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be but not limited to Student data (ie: graduation rates, CTE
5. rates, post secondary education/occupation/endeavors etc) required.
6. **Estimated Number of students to be sent: 1. Total estimated amount due: \$1,200.00.** See the course and student enrollee listed below.

COE Auto Maintenance Intro A Student Roster  
Jaime Saville

7. District shall pay the total amount due within 30 days of receiving the bill from the Receiving District, for those students enrolled.

**B. Receiving District Responsibility:**

1. District will require 25 or more students to enroll unless otherwise noted
2. District will enroll students identified by sending district.
3. Enrollment will be finalized for sending district for billing on the 15<sup>th</sup> day of class and notification will be sent to the sending district.
4. District will monitor students' attendance and report back to the sending district.
5. District will monitor students' progress and grades and report back to sending district.
6. District will employ credentialed qualified teachers and staff for the classroom.

7. District will maintain all equipment, supplies and labs needed for coursework.
  8. District will ensure all staff are properly trained regarding sexual abuse, molestation and mandated reporter.
- C. **Term.** This Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024.
- D. **Termination.** This Agreement will be active for the full Term unless mutually agreed by both Districts to terminate this program under the Agreement.
- E. **Administrative Costs.** The total costs to participating districts for the services performed by the Receiving District will be \$1,200 per student to be billed by the Receiving District by no later than July 31<sup>st</sup> 2024. Sending District will be required to pay the cost for each and every student enrolled during the Term.
- F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.
- G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.
1. **Workers' Compensation Insurance.** Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
  2. **General Liability Insurance.** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
    - a. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

- b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
3. **Automobile Insurance.** Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
4. **Sexual Abuse and Molestation Insurance.** Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.
  2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon of execution of this Agreement.
  3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- H. **Facilities.** Receiving District shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of the willful misconduct by the Sending School District teacher.
- I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.
- J. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by

refusing to furnish such persons any service or privilege offered by the parties under this Agreement.

K. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.

L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Sending District: Santa Cruz City Schools District

133 Mission Street, Suite 100  
Santa Cruz, CA 95060

Contact:  
Kris Munro, Superintendent

Receiving District: Santa Cruz County Office Of Education

400 Encinal Street  
Santa Cruz, CA 95060

Contact:  
Denise Sanson

M. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be

Santa Cruz County, California and no other place.

- O. **Confidentiality of Student Information.** Any employee of Receiving District who may access Sending District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sending District Superintendent, Date

\_\_\_\_\_  
Sending District CBO                      Date

\_\_\_\_\_  
Receiving District Superintendent, Date

\_\_\_\_\_  
Receiving District CBO                      Date

\_\_\_\_\_

**ALL SIGNED NON-DISCLOSURE AGREEMENTS BEHIND THIS SHEET.**

**SANTA CRUZ COUNTY OFFICE OF EDUCATION (SCCOE) and**  
**SANTA CRUZ CITY SCHOOL DISTRICT (SCCS)**  
**MAGNET CLASS AGREEMENT**

2023 - 2024 School Year

THIS AGREEMENT is between the Santa Cruz County Office of Education (SCCOE) and the Santa Cruz City School District (SCCS).

THE PURPOSE of this Agreement is to set forth the terms under which the SCCOE will provide the listed CTE Magnet course (s) for students of Santa Cruz City School District. The cost per student for Fire Science shall be \$1,000. The cost per student for Culinary Arts and Baking and Pastry shall be \$1,100.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. District Responsibility:**

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary, the District will read and familiarize themselves with the grant requirements that may be used to fund the classes, in order to prepare, monitor, and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be, but is not limited to, student data (ie: graduation rates, CTE rates, post-secondary education/occupation/endeavors etc.).

a. Class: Culinary Cabrillo College

Number of Students: 13

Total Due: \$14,300

b. Class: Culinary Arts at Mission Hill Middle School

Number of Students: 22

Total Due: \$24,200

c. Class: Baking and Pastry at Cabrillo College

Number of Students: 18

Total Due: \$19,800

d. Class: North County Fire

Number of Students: 35

Total Due: \$35,000



**GRAND TOTAL DUE: \$93,300**

5. Enrollment will be finalized at the end of the 6th week of class and the estimated totals shall be adjusted.

**B. SCCOE Responsibility:**

1. SCCOE will require 25 or more students to enroll (student cap to be determined by classroom/lab accommodation).
2. SCCOE will enroll students identified by district.
3. SCCOE will monitor students' attendance and report back to the district (monthly).
4. SCCOE will monitor students' progress and grades and report back to the district (per district report period).
5. SCCOE will employ credentialed qualified teachers and staff for the classroom (per availability).
6. SCCOE will maintain all equipment, supplies, and labs needed for coursework.
7. SCCOE will ensure all staff are properly trained regarding sexual abuse, molestation, and mandated reporter.

C. **Term.** This Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024.

D. **Termination.** This Agreement will be active for the full Term and the district will be required to pay full cost of each student enrolled. Students' enrollment will be as of the end of the 6th week of class.

E. **Administrative Costs.** The total costs to participating districts for the services performed by the SCCOE will be \$1,000 - \$1,100 per student to be billed no later than July 31, 2024.

F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.

1. Workers' Compensation Insurance. Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
2. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- A. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- B. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
  - 1. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
  - 2. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

- 1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.
- 2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon execution of this Agreement.
- 3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

H. **Facilities.** SCCOE shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of negligence which is not under the control of the SCCOE.

I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.

J. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the parties under this Agreement.

K. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.

L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

### **Address and Contact Info**

District: Julia Hodges, Director of Secondary Learning & Achievement  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060  
831-249-3410

Santa Cruz County Office of Education  
400 Encinal Street  
Santa Cruz, CA 95060  
Liann Reyes, Deputy Superintendent, Business

M. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Santa Cruz County, California and no other place.

O. **Confidentiality of Student Information.** Any employee of the SCCOE who may access District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the 6th day of October 2023.

\_\_\_\_\_  
SCCS Director of Secondary Learning, Julia Hodges Date

\_\_\_\_\_  
SCCS Superintendent, Kris Munro Date

\_\_\_\_\_  
SCCOE Director of CTE, Denise Sanson Date

\_\_\_\_\_  
SCCOE Financial Analyst, Terra Lee Date

\_\_\_\_\_  
SCCOE Account Specialist, Date

\_\_\_\_\_  
SCCOE Fiscal Director, Melissa Lopez Date

\_\_\_\_\_  
SCCOE Deputy Superintendent, Liann Reyes Date

\_\_\_\_\_  
SCCOE Superintendent, Faris Sabbah Date

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Contract: Miller Maxfield Lease Renewal

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve renewal of lease agreement between Santa Cruz City Schools and Miller Maxfield to lease space at 133 Mission Street.

**BACKGROUND:**

Santa Cruz City Schools owns and operates the first floor of the property located at 133 Mission Street, Santa Cruz, CA 95060. Miller Maxfield rents office space on the first floor and desires to renew their lease. SCCS worked with Miller Maxfield directly to continue the lease that is set to expire in January of 2024. The new lease will increase by 3% annually after the initial lease of 17 months to coincide with our fiscal year. The lease will run for three years with two additional one-year extension options for the lessee.

**FISCAL IMPACT:**

\$3,356.68 monthly revenue

This work is in direct support of the following District goal and its corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

**LEASE AGREEMENT  
BETWEEN  
SANTA CRUZ CITY SCHOOLS  
AND  
MILLER MAXFIELD, INC.**

This Lease Agreement ("Lease") is entered into on this 1<sup>ST</sup> day of February, 2024, by and between Santa Cruz City Schools, a California public school district ("District" or "Landlord") and Miller Maxfield, Inc. ("Miller Maxfield" or "Tenant"). District and Miller Maxfield may each be referred to as "Party" and collectively as the "Parties" in this Lease.

**RECITALS**

**WHEREAS**, District, as is the owner of certain real property located at 133 Mission Street in the City of Santa Cruz, County of Santa Cruz, State of California, 95060 (the "Property"); and

**WHEREAS**, on or about November 20, 2013, Tenant entered in that certain Commercial Lease Agreement ("Original Lease") with Anderson Christie, acting in its capacity as real estate broker on behalf of District ("Broker"), for lease of a portion of the Property, more specifically Suite 101, for Tenant's business purposes (the "Premises"), for a term commencing on February 1, 2014, and expiring on January 31, 2018; and

**WHEREAS**, the terms of the Original Lease provided for its renewal for up to two (2) additional three (3) year terms; and

**WHEREAS**, on or about December 4, 2017, Tenant and Broker renewed the Original Lease for an additional three (3) year term from February 1, 2018, through January 31, 2021; and

**WHEREAS**, on or about March 22, 2021, Tenant and Broker renewed the Original Lease for a second additional term from February 1, 2021, through January 31, 2024, upon which date the Original Agreement shall expire; and

**WHEREAS**, Tenant desires to continue to lease the Premises from the District beyond the January 31, 2024, expiration of the Original Lease; and

**WHEREAS**, the Parties now desire to enter into this Lease, whereby the District will lease the Premises to Tenant for Tenant's business purposes, subject to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the covenants and conditions of this Lease, including the Recitals hereof, which are incorporated herein by this reference, the Parties agree as follows:

**LEASE AGREEMENT**

1. Lease of Premises. District does hereby rent and lease to the Tenant the Premises under the terms and conditions herein.

2. Lease Term; Renewal Term. The initial term (“Initial Term”) of this Lease shall commence on February 1, 2024 (“Commencement Date”) and end on June 30, 2027 (“Expiration Date”) unless earlier terminated as provided herein. Provided Tenant is not then in default under this Lease, Tenant shall have the option to renew this Lease for two (2) additional one year terms (each a “Renewal Term”). Tenant shall provide District at least ninety (90) days’ advance written notice of Tenant’s intent to exercise its option to renew this Lease.
3. Premises Leased on As-Is Basis. The Premises are leased to Tenant on an “as is” basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entering and taking possession of the Premises pursuant to this Lease, Tenant accepts the Premises in “as is” condition. Tenant acknowledges that neither the District nor District’s agents have made any representation or warranty as to the suitability of the Premises to the conduct of Tenant’s business. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either District or Tenant, and District and Tenant expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

TENANT INITIALS FOR ACCEPTANCE & ACKNOWLEDGMENT:



4. Use of Premises.
  - a. The Premises may be used by Tenant as a business office for its day-to-day operations. Tenant shall not use the Premises for any use other than that specified in this Lease without the prior written consent of the District.
  - b. Tenant and all of Tenant’s officers, employees, agents, licensees, and invitees (collectively, the “Tenant Parties”) shall use the Premises only in conformance with this use and with applicable governmental laws, regulations, rules and ordinances. Tenant shall indemnify, defend, and hold harmless the District, its Board of Trustees, members of its Board of Trustees, officers, employees, and agents (collectively, the “District Parties”) against any loss, expense, damage, attorneys’ fees or liability arising out of failure of Tenant or Tenant Parties to comply with any applicable law, regulation, rule or ordinance.
  - c. Tenant shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the drainage system of the Premises.
  - d. Tenant shall not permit anything to be done in or about the Premises, which will increase the existing rate of insurance upon the Premises or cause the cancellation of any insurance policy covering the Premises unless Tenant obtains prior written approval from District and pays any increased premium.
  - e. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
  - f. Tenant agrees to immediately respond to concerns expressed by neighbors or District relating to the operation of the Premises.

5. Rent. Commencing on the Lease Commencement Date, Rent for the Premises ("Rent") shall be \$3356.68 per month, which amount shall be increased by three percent (3%) on July 1, 2025. Thereafter, Rent shall be increased by three percent (3%) on July 1 of each year during the Initial Term and any Renewal Term. Rent is due and payable on the 1st day of each calendar month and is delinquent on the next day. Written notice of an increase in the Rent shall be provided to Tenant at least ninety (90) days prior to such annual increase.
6. Security Deposit. The Parties agree that Tenant has paid District \$3500.00 as a Security Deposit prior to the execution of the Lease, and that such amount shall be sufficient as a Security Deposit during the Initial Term of this Lease. All or any portion of the Security Deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant, Tenant's sublessees, or by guests or licensees of Tenant; (iii) clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant under this Lease. The Security Deposit shall not be used by Tenant in lieu of payment of last month's Rent. If all or any portion of the Security Deposit is used during tenancy, Tenant agrees to reinstate the total Security Deposit within five (5) days after written notice is delivered to Tenant. Within thirty (30) days after District receives possession of the Premises, District shall: (i) furnish Tenant an itemized statement indicating the amount of any Security Deposit received and the basis for its disposition, and (ii) return any remaining portion of Security Deposit to Tenant. However, if the District's only claim upon the Security Deposit is for unpaid Rent, then the remaining portion of the Security Deposit, after deduction of unpaid Rent, shall be returned within fourteen (14) days after the District receives possession. No interest will be paid on Security Deposit, unless required by local ordinance.
7. Late Charge; Interest; NSF Fee. Tenant acknowledges that either late payment of Rent or issuance of a check returned for insufficient funds ("NSF check") may cause District to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to processing, enforcement and accounting expenses, and late charges imposed on District. If any installment of Rent due from Tenant is not received by District within five (5) calendar days after date due, or if a check is returned for insufficient funds, Tenant agrees to pay a late charge in the amount of ten percent (10%) of the monthly Rent due plus \$75.00 ("Late Charge") and \$25.00 as an insufficient funds fee ("NSF Fee"), any of which shall be deemed additional Rent. The Parties hereby agree that such Late Charge represents a fair and reasonable estimate of the costs District will incur by reason of late payment of Rent by Tenant. District's acceptance of any Late Charge or NSF Fee shall not constitute a waiver as to any default of Tenant. District's right to collect a Late Charge or NSF Fee shall not be deemed an extension of the date Rent is due or prevent District from exercising any other rights and remedies under this Lease, and as provided by law.
8. Utilities. The cost of utilities is included in the monthly Rent payment, limited to the following utilities: garbage, water, electricity and gas. Tenant agrees to pay for any and all other utilities and services directly billed to Tenant, including any utilities not listed in this Section 8.
9. Parking. The right to parking is included in the monthly Rent. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses, or trucks (other than pick-up trucks). Parking spaces are to be kept clean. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical



work or storage of inoperable vehicles is not allowed in parking spaces or elsewhere on the Premises. No overnight parking is permitted.

10. District's Right to Inspect Premises. In addition to the rights provided by law, the District or the District's duly authorized agent may enter the Premises in the event of an emergency, to make repairs or improvements, to show the Premises to prospective buyers or tenants, to conduct an annual inspection, to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impractical to do so, District shall give Tenant twenty-four (24) hours notice before entering.

11. Indemnification.

- a. Without limitation of Tenant's other indemnification obligations herein, Tenant agrees to indemnify, reimburse, hold harmless, and defend District and District Parties and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), in connection with, arising out of, or related to Tenant's operation, condition, use or occupancy of the Premises. This Lease is made on the express representation and covenant by Tenant that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury including death to the person or property of the Tenant or Tenant Parties.
- b. District shall hold harmless and defend and indemnify Tenant from any claims, damages or expenses, including attorneys' fees, arising out of or relating to or in any way connected to District's negligence or willful misconduct under this Lease or on the Premises.
- c. This Section 11 shall survive expiration or termination of this Lease.

12. Assignment and Subleasing.

- a. Tenant may not assign or transfer any of its obligations, rights, or duties under this Lease without the prior written consent of the District. Any assignment or transfer made without such written consent shall be void and shall be grounds for the immediate termination of this Lease.
- b. Tenant shall not sublease the Premises or any portion of the Premises without the District's prior written consent. Any sublease of the Premises or any portion of the Premises made without such written consent shall be void and shall be grounds for the immediate termination of this Lease.

13. Waiver. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect. No waiver shall affect the respective rights of District or Tenant with respect to any other then-existing or subsequent default.

14. Compliance with Laws; Interpretation. Tenant shall comply with all local, state or federal laws, ordinances, rules, statutes and regulations now in effect or promulgated in the future with respect to

the use of the Premises and activities conducted thereon. Tenant shall not use or permit the Premises to be used for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased.

15. Insurance.

- a. Tenant shall, at Tenant's expense, obtain and keep in force during the Initial Term of this Lease and any Renewal Term hereof, a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including common areas, asphalt surfaces and parking areas. Tenant's comprehensive auto liability policy shall insure all hired and non-owned vehicle(s). Tenant's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Two Million Dollar (\$2,000,000) general aggregate policy limit. In addition, Tenant shall obtain a personal injury policy in the amount of One Million Dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to execution of this Lease, Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall: (1) not be canceled or altered without thirty (30) days prior written notice to District; (ii) insure performance of the indemnity set forth in Section 11 above; (iii) state the coverage is primary and any coverage by District is in excess thereto; (iv) contain a cross liability endorsement; and, (v) include a separate endorsement naming District as an additional insured.
- b. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus and subject to the approval of District. Tenant shall furnish District with the original certificates and amendatory endorsements evidencing the required coverages. At least thirty (30) days prior to the expiration of such certificate, and every such subsequent certificate, Tenant shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Section 15.
- c. During the Initial Term of this Lease and any Renewal Term hereof, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the existing buildings and improvements located on the Premises. In the event of loss or damage to the Premises or any contents, each of the Parties hereto, and all persons claiming under each of the Parties, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of such insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to such extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.
- d. During the Initial Term of this Lease and any Renewal Term hereof, Tenant shall require any sublessee or assignee of all or any portion of the Premises, as approved by District, to maintain in effect during the term of such sublease or assignment, insurance coverage

equivalent to that required to be maintained by Tenant, however, Tenant and District may, upon mutual agreement, reduce such insurance requirements depending upon sublessee's or assignee's use.

- e. Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by District against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Accordingly, Tenant shall at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by Tenant and personal property in, about, or on the Premises. Said policy shall be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of Tenant's property. Tenant shall deliver to District prior to execution of this Lease, a certificate of insurance evidencing the existence of the policy required hereunder.
16. Maintenance and Repair. District shall, at its cost and expense, repair and maintain the Premises in a condition similar to that which exists at the time of execution of this Lease. The term "repair and maintain" shall be defined as routine, regular, or necessary maintenance of plumbing, sewer, heating, ventilating, lighting, and electrical systems.
17. Alterations & Improvements. Unless authorized by law, Tenant will not, without District's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide copies of any keys, alarm codes, or other security information to District upon any change, alteration, or installation thereof. Tenant will not remodel or make any structural changes, alterations or additions to the Premises, will not paper, paint or decorate (a reasonable number of picture hangers excepted), nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating, nor refinish or shellac wood floors (collectively "Improvements"), without the prior written permission of the District. All Improvements to the Premises shall remain the property of District and shall not be removed or altered without District's express written consent.
18. Notices. All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

To District

Santa Cruz City Schools  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060  
Attention: Assistant Superintendent, Business Services  
Email: [jmonreal@sccs.net](mailto:jmonreal@sccs.net)  
Telephone: 831-429-3410

To Tenant

Miller Maxfield Inc.  
133 Mission Street, Suite 101  
Santa Cruz, CA 95060  
Attention: Paula Miller Maxfield

Email: [paula@millermxfield.com](mailto:paula@millermxfield.com)  
Telephone: 831-246-0425

19. Surrender of Premises. Upon expiration or other termination of this Lease, Tenant shall immediately quit and surrender the Premises to District in good order and condition, ordinary wear and tear excepted, and shall remove all of Tenant's personal property and also any trash, debris, chemicals or hazardous materials.
20. Holding Over. If Tenant shall hold over after the expiration of the Initial Term of this Lease or any Renewal Term hereof, such holding over shall not be deemed to extend or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions set forth herein at one hundred fifty percent (150%) of the monthly Rent ("Holding Over Rent") of the last expiring term unless a different Rent amount is agreed to by the District and Tenant.
21. Default.
  - a. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease: (i) Tenant's failure to pay rent when due, if the failure continues for ten (10) days after written notice has been given to Tenant; (ii) Either Party's failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to the breaching Party. If the default cannot reasonably be cured within said thirty (30) day period, the breaching Party will not be in default under this Lease if the breaching Party commences to cure the default within the thirty (30) day period and diligently prosecutes the same to completion. Upon expiration of the applicable notice period, the non-breaching Party may immediately terminate the Lease. Notice of the immediate termination shall be provided in writing to the breaching Party.
  - b. In the event Tenant breaches any obligation under this Lease, abandons the Premises, or gives notice of intent to terminate tenancy prior to expiration, Tenant shall be responsible for all lost Rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. District may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. District may elect to continue the tenancy in effect for so long as District does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and District may enforce all District's rights and remedies under this Lease, including the right to recover the Rent as it becomes due.
22. Damage to Premises. If by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, District shall have the right to restore Premises by repair or rebuilding. If District elects to repair or rebuild and is able to complete such restoration within ninety (90) days from the date of damage, subject to the terms of this

Section, this Lease shall remain in full force and effect. If District is unable to restore the Premises within this time, or if District elects not to restore, then either District or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Rent prorated on a 30-day basis. If this Lease is not terminated, and the damage is not repaired, then Rent shall be reduced based in the extent to which the damage interferes with Tenant's reasonable use of the Premises. If damage occurs as a result of an act of Tenant or Tenant's sublessees, guests, or licensees (i) only District shall have the right, at District's sole discretion, within thirty (30) days after such total or partial destruction or damage to treat the Lease as terminated by Tenant, and (ii) District shall have the right to recover damages from Tenant.

23. Severability. If any provision or any part of this Lease is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby and shall remain valid and fully enforceable.
24. Amendments. This Lease may be amended or modified only by a writing signed by both Parties.
25. Entire Agreement; Conflicts. This Lease constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid. Any previous agreements between the District and Tenant regarding the Premises are hereby terminated.
26. Headings. The headings of the sections are for convenience only and are not a part of this Lease, nor shall they be considered in construing the intent of this Lease.
27. Interpretation. The language of all parts of this Lease shall, in all cases, be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
28. Waiver. No waiver of default in any of the terms, covenants, or conditions in this Lease shall be a waiver of any subsequent default of the same or any other terms, covenants or conditions herein contained.
29. Future Assurances. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Lease.
30. Execution in Counterpart; Facsimile Signatures. The Parties may sign this Lease in counterparts such that this Lease, when all signatures are appended together, will constitute a fully signed original or copy thereof. Facsimile signatures or copies of signatures shall be binding to the same extent as original signatures.
31. Binding Effect. This Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto.

*[Signatures follow on next page]*

IN WITNESS WHEREOF, the Parties hereto enter into this Lease on the latest date set forth below.

**District**

**SANTA CRUZ CITY SCHOOLS**

\_\_\_\_\_

By: Jimmy Monreal

Its: Assistant Superintendent,  
Business Services

Date: \_\_\_\_\_

**Tenant**

**MILLER MAXFIELD, INC.**

\_\_\_\_\_

By: Bill Maxfield

Its: Principal

Date: 11/2/23

Handwritten text, possibly a signature or date, including the number '183/447'.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Brown & Winters Attorneys at Law Contract and Proposal for Legal Services and Insurance Recovery

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Brown & Winters Attorneys at Law contract and proposal for legal services and insurance recovery.

**BACKGROUND:**

This proposal is based on an ongoing legal matter requesting information regarding insurance coverage and records from 1983 through 1991.

**FISCAL IMPACT:**

\$16,000 LCFF (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.



**Brown & Winters**  
Attorneys at Law

2533 S. Coast Highway, Suite 270  
Cardiff-by-the-Sea, CA 92007-2133  
Telephone: (760) 633-4485

Wentzelee Botha, Esq.  
Ext. 106  
wbotha@brownandwinters.com

October 23, 2023

**Via Email Only**

Jimmy Monreal  
Assistant Superintendent, Business Services  
Santa Cruz City Schools  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060  
[jmonreal@sccs.net](mailto:jmonreal@sccs.net)

Re: ***John Roe I, et al. v. Santa Cruz City Schools, et al.***  
**Proposal for B&W Legal Services - Insurance Recovery**

Dear Mr. Monreal,

According to your request, this letter provides a proposal for our office's legal services to attempt to procure insurance coverage for the *John Roe I et al. v. Santa Cruz City Schools et al.* case on behalf of Santa Cruz City Schools (SCCS).

We visited SCCS's offices on September 26 and 27, 2023, to review SCCS's historical documents for evidence of the identification of any insurer who could have provided coverage for the events described in the Complaint. We also received valuable documentation from your office, reflecting relevant historical insurance information.

The documents revealed the identity of potentially viable insurers, including INA, CIGNA, National Union Ins. Co., Santa Cruz/San Benito County School Insurance Group (JPA), Southern Peninsula *Region* Insurance Group (JPA), Southern Peninsula *Area* Insurance Group (JPA), Northern California Regional Liability Excess Fund Joint Powers Authority (JPA), and School Excess Liability Fund (JPA).

We recommend tendering the Complaint to these insurers immediately. Our proposal to assist SCCS in this and other potential tasks includes the following:

**Scope**

1. Review and analyze the insurance-related documents obtained from SCCS;
2. Prepare and continue to work on an insurance profile for SCCS from the 1950s through the 1990s (including insurer names, policy numbers, policy period, and policy limits, if attainable);

3. Tender of the lawsuit to the various insurers;
4. Follow-up communications with insurers if need be; and
5. Status updates to client.

**Fees**

B&W's hourly rate for these services is \$400/hr.

**Estimated time**

The maximum estimated time to complete these tasks is 40 hours. However, at this time, based on the preliminary information, we do not anticipate it will take that many hours to complete. We will keep SCCS updated on the status and progress of these tasks.

Please let me know if you have any questions.

Very truly yours,



Wentzelee Botha

WB:jd

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** 19six Architects Inc.: Amendment Agreement: Harbor High School Wellness Center

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the 19six Architects Inc. amendment agreement for Harbor High School Wellness Center.

**BACKGROUND:**

The Board previously approved a master agreement with 19Six Architects Inc. (formerly Madi Architecture) on 2/1/17. This agreement amendment is for architectural services to convert a 1,440-square-foot portable building at Harbor High School into a Wellness Center. This is a time and materials estimate.

**FISCAL IMPACT:**

\$118,850.00 Measure A Funds (Restricted), representing 0.39% of the overall site budget  
\$29,760,487.53 is the total Bond Allocation to Harbor High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*



October 20, 2023

Trevor Miller  
Santa Cruz City Schools  
536 Palm Street  
Santa Cruz, CA 95060

Project: Santa Cruz City Schools  
**Harbor High School**  
**Conversion of Portable Building to Wellness Center**  
19six #: 23481

Dear Mr. Miller:

Thank you for the opportunity to provide you with professional Architecture & Engineering services for Santa Cruz City Schools. We are pleased to submit this proposal for conversion of a 1,440 SF portable building and into a Wellness Center at Harbor High School.

#### **PROJECT DESCRIPTION**

##### Vision

- Offer social, emotional, behavioral, and academic support for all students
- Promote equality and inclusivity for all students
- Develop resilient, compassionate, well-rounded students

##### Mission

- Dedicated to supporting students' social, emotional, behavioral, and academic development
- Individualized support for each student.

##### Programs Focus

- Solution-focused brief counseling
- Conflict resolution with peers
- Processing of feelings and thoughts

##### Designed to help students:

- Need time to de-escalate
- Need someone to talk to
- Feel overwhelmed
- To prevent a conflict/fight
- Need to problem solve

Generally, the work is to modify the portable building into a Wellness Center based on the design guidelines 19six produced. The project will be submitted to the Division of State Architect (DSA) as a modernization of the portable. The project includes demolition of existing walls and the construction of new full-height walls to mitigate sound intrusion. There will be all new finishes, HVAC, plumbing, electrical

and data serving the space. This Wellness Center will include:

#### Reception

- Front Desk, check-in
- Self-check-in via QR code
- Printer/Copier
- Lateral file storage
- Console table with literature

#### Waiting Area

- (2) Soft seating for waiting
- (2) table and chairs for working

#### Private Offices (4)

- Executive Desk and Chair
- Guest Chair
- Window with privacy blinds
- Noise counseling machine for privacy
- Computer and phone

#### Wellness Room

- Open space large enough to accommodate multiple people
- Soft movable seating
- Multi-sensory space
- Tranquil mural
- Padded/ Paneled walls

#### Conference Room

- Conference table
- Seating for 8-10 people
- Near to the wellness center staff

Scope of Architecture & Engineering work:

#### CIVIL ENGINEERING:

1. Ensure ADA path-or-travel to the scope of work follows ADA and DSA standards.
2. Correct closest ADA parking stall and/or student drop-off
3. Create outdoor gathering area. Consider shade structure or arbor.

#### ARCHITECTURE:

4. Perform field work to verify existing conditions.
5. Develop as-built 3-D REVIT drawings.
6. Produce demolition and new construction documentation.

## INTERIOR DESIGN

1. Specify all Furniture, Fixtures and Equipment
2. Assist with Interior paint colors, artwork and interior design

## HVAC

1. Specify demolition of existing registers in renovated areas.
2. Select and specify new VRF unit in newly created offices.
  - a. Interior units will be Ceiling Mounted Cassette Units.
  - b. Exterior units will be supported from the roof or slab (exact location is coordinated during schematic design).
  - c. Indoor units will be cassette type if there is a T-bar ceiling or wall type if there is no T-bar ceiling.
  - d. Show the refrigerant piping layout in the drawings.
  - e. Show condensate piping layout in the drawings.
  - f. Specify Controls and sequence of operations for the new units.
3. Show additional routing of new ductwork for new layout. Select and specify registers.
4. Show ventilation (outside air connections and the equipment) system in the drawings.
5. Select and specify new exhaust fan for the newly created restroom Controls by light switches.

## ELECTRICAL

- a. Load Calculations and Single Line Diagram.
- b. Power and Lighting Plans.
- c. Electrical Demolition Plans.
- d. Provisions for Data System (conduits, cables, and outlets).
- e. Fire Alarm System Design.
- f. Title 24 Lighting Calculations (indoor).
- g. Coordination with T-24 Certified Lighting Controls Acceptance Test Technician (CLCATT).
- h. Green Building Standards Code Compliance Assistance for required measures.
- i. Coordination with Mechanical Engineer.
- j. Electrical Specifications.
- k. Site visit to establish existing conditions to the extent necessary to accomplish the electrical design.
- l. Construction Support Services.

**SCHEDULE**

We are ready to proceed with this work upon your approval. The following schedule assumes an authorization to proceed of November 1, 2023:

Authorization to Proceed.....	11/01/23
Schematic Design.....	11/15/23
Design Development.....	12/13/23
Construction Documentation.....	01/31/24
Submit to DSA.....	02/01/24

Note that all construction activity shall be coordinated with the Harbor High School’s schedule.

**SCOPE OF SERVICES AND FEES**

Services shall include professional architecture & engineering services. Our project team will consist of Civil, Structural, Mechanical and Electrical Engineers. A breakdown of the services is as follows:

- A. Schematic Design
  - 1. Schematic drawings
  - 2. Coordination with Civil, Structural, Mechanical & Electrical consultants
  - 3. (1) meeting to review schematic plans
  - Fee \$ 4,800
  
- B. Design Development
  - 1. Design development drawings
  - 2. Coordination with Civil, Structural, Mechanical & Electrical consultants
  - 3. (1) meeting to review design development plans
  - Fee \$ 15650
  
- C. Construction Documents
  - 1. Preparation of necessary plans and details
  - 2. Specifications
  - 3. (4) meeting to review plans and specifications
  - Fee \$62,850
  
- D. DSA Coordination and Approval
  - 1. Submittal to DSA
  - 2. Revise drawings and specifications per DSA review comments
  - 3. Coordination with Civil, Structural, Mechanical & Electrical consultants
  - Fee \$ 9,150
  
- E. Bidding
  - 1. Attend bid job walk
  - 2. Respond to bid questions
  - 3. Prepare addenda as necessary
  - 4. Review contractor pricing
  - Fee \$ 5,400

## F. Construction Administration

1. Review submittals
  2. Respond to contractor questions (RFI's)
  3. (8) site visits
  4. (2) final punch list walk
- Fee \$ 20,600

## G. Direct Expenses

1. Printing. Includes in-house check sets, meeting sets, design team sets, and DSA submittal sets through the bidding phase
  2. Copying. Includes photocopying, to include specifications for DSA submittal and design team office sets
  3. Courier Service. Includes all delivery of submittals from 19six to consultants
  4. Mileage. Includes all mileage for project meetings, DSA approval and construction meetings
  5. Expenses associated with trip to DSA, Oakland. Includes lodging, parking and meals
- Fee \$ 400

**Total Fixed Fee****\$ 118,850****REIMBURSABLE EXPENSES**

There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

Bid set printing for plans and specs shall be paid directly by the Owner to the print vendor. Bid set printing includes plans and specifications for: Contractor(s), Owner (includes owner's representative and/or Construction manager, as applicable), Testing Lab, Soils Engineer, Inspector (if applicable), Design Team and Plan Rooms (if applicable).

**EXCLUSIONS**

The following are not included in our services described above:

- As-built drawings for the existing buildings
- Plan review application fees
- Blueprinting and photocopying costs for additional copies beyond those required for the meetings and as listed above
- Topographical Survey and All Testing by SCCS
- Assume no site gas, fire or fire sprinklers required
- Assume on-site infrastructure improvements required.
- Upgrade of existing on-site utilities (power, telephone & cable TV).
- Electrical Service Design.
- Parking Lot Lighting.
- Exterior Lighting or Outdoor T24 calculations.



- EV Charging Stations.
- EM Voice Evacuation System Design.
- Data System Active Electronics.
- Audio Visual Systems Design.
- Telephone switch design.
- Title 24 Commissioning.
- Title 24 certification, testing and documentation.
- Green Building Code (Cal Green) voluntary measures.
- Emergency Generator Design.
- Solar PV System Design.
- Security or CCTV System Design.

### **MISCELLANEOUS PROVISIONS**

**DAMAGE LIMITATION** - As a material inducement to 19six Architects to enter into this Agreement, Owner agrees that the total liability of 19six Architects (whether for compensatory or consequential damages, attorneys' fees, costs, or any other type of damages or liability whatsoever) arising out of or relating to any alleged negligence, design defects, or breach of this agreement by 19six Architects, shall be limited to the fee earned.

**INDEMNITY** - Each party agrees to indemnify, defend, and hold its agents, employees, officers, directors, and consultants harmless from and against all claims, suits, actions, damages, fees, (including attorneys' fees), and liabilities whatsoever which arise out of or relate to the project except to the extent resulting from the negligence or willful misconduct of the other party.

Either of us may terminate this agreement for any reason by seven days' written notice. We agree to stop work immediately upon receiving your notice, except for reasonable time during the seven-day notice period to put the documents in order and to close the project; you agree to pay us for such work.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by Ralph le Roux, Principal, and overseen by Alan Kroeker, Architect – license number C-22474.

If this proposal meets with your approval, please sign below, and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service. We look forward to helping with these much-needed improvements.

Sincerely,



Alan Kroeker, Architect  
President  
19six Architects



Ralph le Roux, Principal  
19six Architects

Accepted by:

\_\_\_\_\_  
Signature

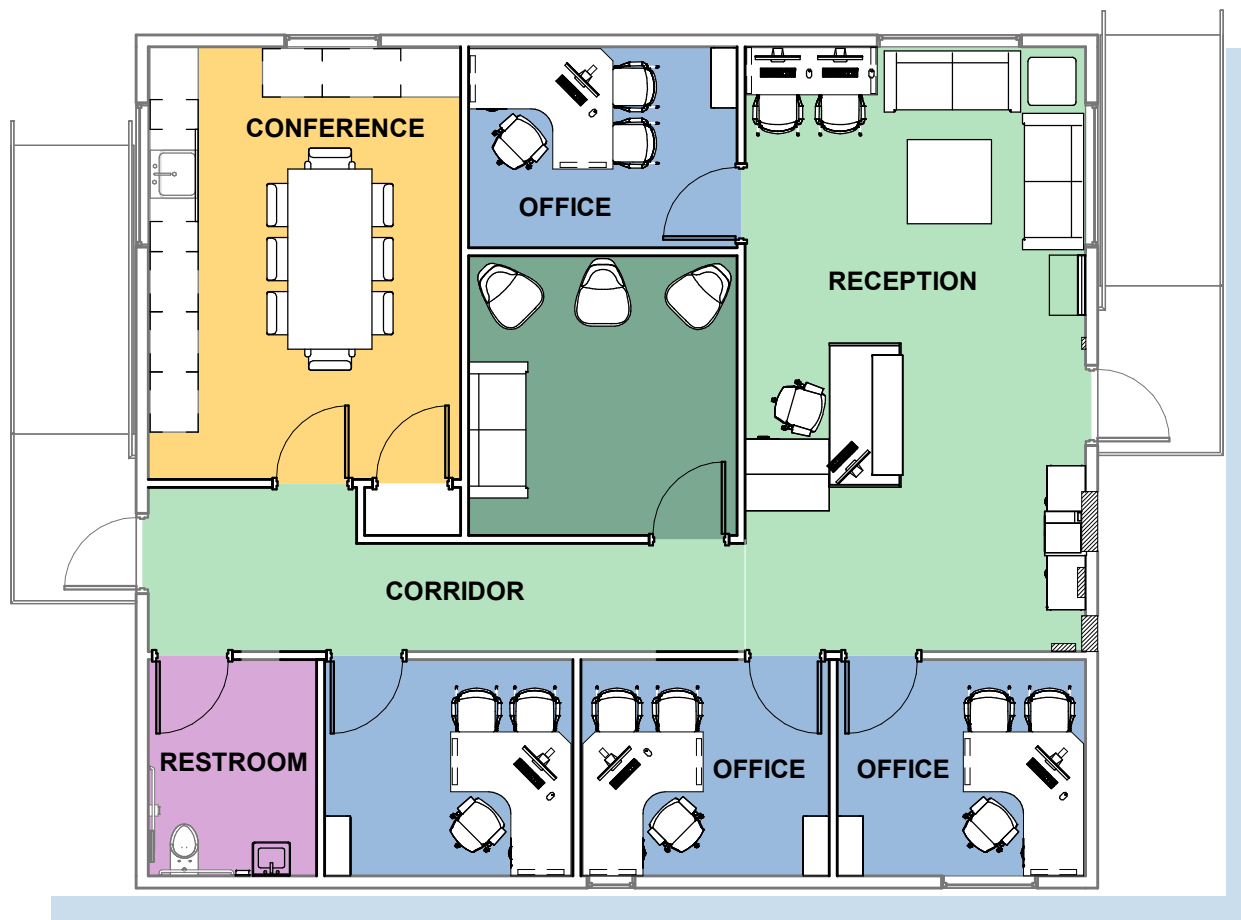
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Name (printed)

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Title

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Date

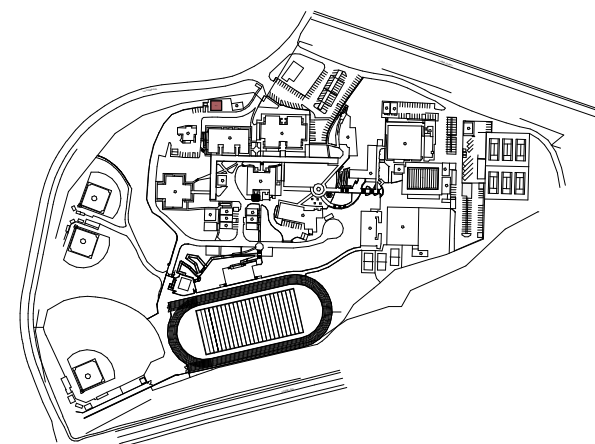
Attachment: Exhibit A: Test fit 1

# EXHIBIT A



FLOOR PLAN

SCALE: 1/8" = 1'-0"



SITE PLAN

SCALE: 1" = 700'

SANTA CRUZ COUNTY OFFICE  
OF EDUCATION

# WELLNESS CENTER

A safe, inclusive environment for students  
to receive emotional, behavioral, and  
academic support

nine  
teen  
six  
196  
ARCHITECTS



SANTA CRUZ  
COUNTY OFFICE OF  
EDUCATION  
DR. FARIS SABBAH • SUPERINTENDENT OF SCHOOLS

# 1.0 PROGRAM SUMMARY

## MISSION

- Dedicated to supporting students' social, emotional, behavioral, and academic development
- Individualized support for each student. Bringing together educators, families, and the local community to empower and support their overall well-being and personal achievement.

## PROGRAM FOCUS

- Solution-focused brief counseling
- Conflict resolution with peers
- Processing of feelings and thoughts
- Designed to help students:
  - During times of de-escalation
  - Access someone to talk to & confide in
  - When they are feeling overwhelmed
  - Prevent a conflict/fight
  - Learn to problem solve

## MULTIPLE SERVICES OFFERED

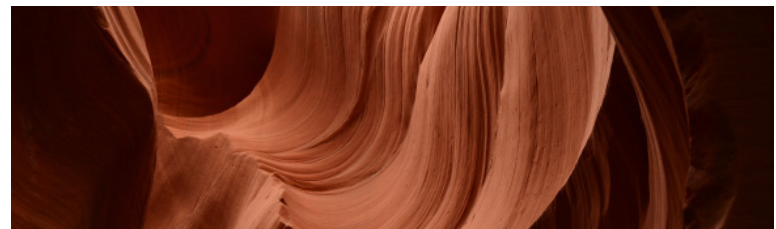
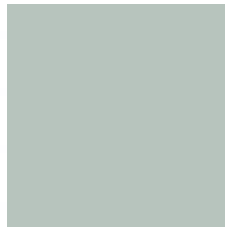
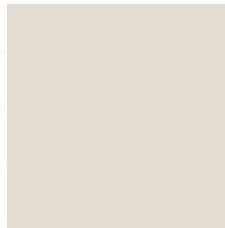
- Comprehensive oversight of the student's wellbeing and academic success
- Counseling Services
- Social Worker
- Intervention Specialist
- Drug Resource Counselor

# 3.0 INTERIOR CONSIDERATIONS

## COLOR PALETTE

### COLOR THEORY & MOOD

- Introducing Warm Colors into the palette creates a nice contrast from the cool & neutral tones, warming up the space & maintaining a positive, relaxed feel
- Earth tones are great for areas that are frequented a lot; their friendly and inviting aesthetic are great for creating a warm environment free of agitation
- Soft blues, greens, and neutrals encourage relaxing & calming feelings
- Green's association with nature & trees creates a soothing & comforting atmosphere
- Blue is a color associated with soothing the mind, eliciting a cooling, calming, & refreshing effect



## 3.2 INTERIOR CONSIDERATIONS

### SPACE PLANNING

#### TEXTURE & IMAGERY

- A Mural in the Wellness Room  
showcasing a nature scene creates a soothing decompression space that acts as a separation from outside, potentially stressful environments
- Textures are important to the energy of a space - soft fabrics, seating, and wall coverings create a reassuring, safe atmosphere perfect for de-escalation



#### FURNITURE

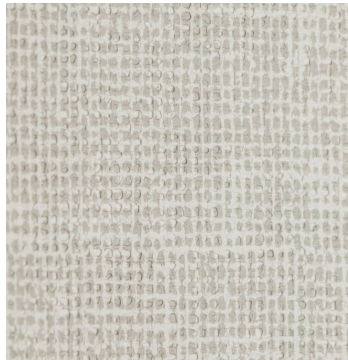
- Inviting and comfortable soft seating
- Textured and tactile fabric
- Creating an inviting and comfortable space that is familiar like home (Res-mercial)
- Acoustical considerations for privacy
- A warm & soft color palette that is not institutional or cold



# 4.1 PROPOSED LAYOUT RECEPTION AREA

RECEPTION AREA TO INCLUDE:

- Front Desk for check in
- Self-Check in, QR code
- Storage and Organization
- Small waiting area with soft seating, movable tables
- Console table with literature



WALL PANELS



FLOORING



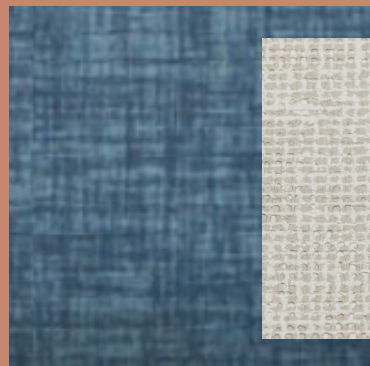


## 4.2 PROPOSED LAYOUT OFFICE SPACE



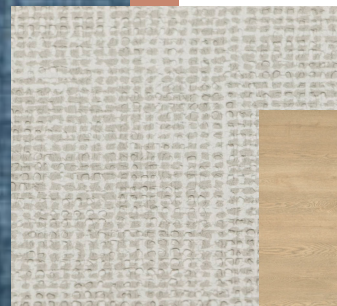
### OFFICE SPACE TO INCLUDE:

- Private and inviting executive office with desk and chair
- Typical office suite with computer and phone
- Comfortable and movable guest seating for small group conversations
- Window with blinds for privacy
- Noise cancelling machine for privacy



CARPET

WALL PANELS



FURNITURE FINISH

# 4.3 PROPOSED LAYOUT WELLNESS ROOM

## WELLNESS ROOM TO INCLUDE:

- Open space for ease of movement
- Large enough to accommodate multiple people
- Soft movable seating
- Multi-sensory space:
  - Sound
  - Texture: Tactile Panels
  - Lighting
  - interactive projection
- Tranquil mural and soft wall panels
- Padded/ Paneled walls



### PRODUCT GUIDE

- |  |   |
|--|---|
| 1. omiVista install - interactive floor projection (p.4-7) | 4. omiBeam - interactive sensory lighting (p.4-7) |
| 2. omiVista Mobile - interactive floor projection (p.4-7)  | 5. omiSky - interactive ceiling projection (p.8)  |
| 3. omiReflex - interactive wall projection (p.8)           |   |

### INTERACTIVE PROJECTION



INTEGRATED SPEAKERS



LIGHT THERAPY



TACTILE PANELS

# 5.5 PROTOTYPE - SOQUEL HS FURNITURE RECOMMENDATIONS



RECEPTION DESK



GUEST CHAIRS  
-Stacking



OFFICE FURNITURE



SOFT SEATING OPTIONS



OUTDOOR SEATING OPTIONS

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** 19six Architects Inc.: Amendment Agreement: Multi Project Overhead

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the 19six Architects Inc. proposal for multi project overhead expenses for the 23/24 fiscal year.

**BACKGROUND:**

The Board previously approved a master agreement with 19six Architects Inc. (formerly Madi Architecture) on 2/1/17. This agreement amendment is for architectural services for the 23/24 fiscal year to include one annual Board presentation, three bond meetings per site, ten principal meetings per site, various studies and reports, and miscellaneous items at Bay View Elementary, DeLaveaga Elementary, Branciforte Small Schools and Soquel High School.

**FISCAL IMPACT:**

\$87,700.00 Total Measure A & B Funds (Restricted)

Cost breakdown by site:

\$28,750.00 Soquel High School

\$14,700.00 Bay View Elementary School

\$22,800.00 Branciforte Small Schools

\$21,450.00 DeLaveaga Elementary School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

## *Exhibit A*

### **FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT (Hourly Fee, with Not-to-Exceed Limit)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and 19six Architects formally MADI (Architect”) effective February 1, 2017 (“Agreement”) for the Measure B construction program, the District and Architect agree to amend the Agreement to add architectural services for the following Bay View Elementary School project (“Project”):

#### **Multi-Project Overhead**

- Provide on call services to the district for various tasks that are not related to active projects:
  - 1 Board presentation per year
  - 3 Bond site meetings per year
  - 10 Principal meeting per year
  - Various studies and reports
  - Physical Ribbon Cuttings by project.
  - Miscellaneous – on-call - Estimated 40hrs

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts not being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (*Exhibit C* to the Agreement). Architect’s total compensation for its 18/19 FY Basic Services shall not exceed \$14,200, which is Architect’s estimate of the maximum total cost of its Basic Services on the Project.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect’s Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect’s total reimbursement for Reimbursable Expenses shall not exceed \$500, which is Architect’s estimate of the maximum total cost of Reimbursable Expenses on the Project.

Architect shall provide a minimum of one (1) full-time employee for the Project to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Fifteen Thousand Dollars (\$30,000).

**ARCHITECT:**

19six Architects,  
formally MADI Group, Inc.



By: \_\_\_\_\_  
Ralph le Roux, President

**DISTRICT:**

SANTA CRUZ CITY SCHOOLS

By: \_\_\_\_\_  
Assistant Superintendent, Business  
Services

*Exhibit A*

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT  
(Hourly Fee, with Not-to-Exceed Limit)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and 19six Architects formally MADI (Architect”) effective February 1, 2017 (“Agreement”) for the Measure A/B construction program, the District and Architect agree to amend the Agreement to add architectural services for the following Branciforte Small Schools project (“Project”):

**Multi-Project Overhead**

- Provide on call services to the district for various tasks that are not related to active projects:
  - 1 Board presentation per year
  - 3 Bond site meetings per year
  - 10 Principal meeting per year
  - Various studies and reports
  - Physical Ribbon Cuttings by project.
  - Miscellaneous – on-call - Estimated 40hrs

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts not being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (*Exhibit C* to the Agreement). Architect’s total compensation for its 18/19 FY Basic Services shall not exceed \$22,300, which is Architect’s estimate of the maximum total cost of its Basic Services on the Project.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect’s Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect’s total reimbursement for Reimbursable Expenses shall not exceed \$500, which is Architect’s estimate of the maximum total cost of Reimbursable Expenses on the Project.

Architect shall provide a minimum of one (1) full-time employee for the Project to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Fifteen Thousand Dollars (\$30,000).

**ARCHITECT:**

19six Architects,  
formally MADI Group, Inc.



By: \_\_\_\_\_  
Ralph le Roux, President

**DISTRICT:**

SANTA CRUZ CITY SCHOOLS

By: \_\_\_\_\_  
Assistant Superintendent, Business  
Services



*Exhibit A*

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT  
(Hourly Fee, with Not-to-Exceed Limit)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and 19six Architects formally MADI (Architect”) effective February 1, 2017 (“Agreement”) for the Measure B construction program, the District and Architect agree to amend the Agreement to add architectural services for the following DeLaveaga Elementary School project (“Project”):

**Multi-Project Overhead**

- Provide on call services to the district for various tasks that are not related to active projects:
  - 1 Board presentation per year
  - 3 Bond site meetings per year
  - 10 Principal meeting per year
  - Various studies and reports
  - Physical Ribbon Cuttings by project.
  - Miscellaneous – on-call - Estimated 40hrs

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts not being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (*Exhibit C* to the Agreement). Architect’s total compensation for its 18/19 FY Basic Services shall not exceed \$20,950, which is Architect’s estimate of the maximum total cost of its Basic Services on the Project.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect’s Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect’s total reimbursement for Reimbursable Expenses shall not exceed \$500, which is Architect’s estimate of the maximum total cost of Reimbursable Expenses on the Project.

Architect shall provide a minimum of one (1) full-time employee for the Project to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Fifteen Thousand Dollars (\$30,000).

**ARCHITECT:**

19six Architects,  
formally MADI Group, Inc.



By: \_\_\_\_\_  
Ralph le Roux, President

**DISTRICT:**

SANTA CRUZ CITY SCHOOLS

By: \_\_\_\_\_  
Assistant Superintendent, Business  
Services

*Exhibit A*

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT  
(Hourly Fee, with Not-to-Exceed Limit)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and 19six Architects formally MADI (Architect”) effective February 1, 2017 (“Agreement”) for the Measure A construction program, the District and Architect agree to amend the Agreement to add architectural services for the following Soquel High School project (“Project”):

**Multi-Project Overhead**

- Provide on call services to the district for various tasks that are not related to active projects:
  - 1 Board presentation per year
  - 3 Bond site meetings per year
  - 10 Principal meeting per year
  - Various studies and reports
  - Physical Ribbon Cuttings by project.
  - Miscellaneous – on-call - Estimated 60hrs

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts not being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (*Exhibit C* to the Agreement). Architect’s total compensation for its 18/19 FY Basic Services shall not exceed \$28,250, which is Architect’s estimate of the maximum total cost of its Basic Services on the Project.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect’s Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect’s total reimbursement for Reimbursable Expenses shall not exceed \$500, which is Architect’s estimate of the maximum total cost of Reimbursable Expenses on the Project.

Architect shall provide a minimum of one (1) full-time employee for the Project to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Fifteen Thousand Dollars (\$30,000).

**ARCHITECT:**

19six Architects,  
formally MADI Group, Inc.



By: \_\_\_\_\_  
Ralph le Roux, President

**DISTRICT:**

SANTA CRUZ CITY SCHOOLS

By: \_\_\_\_\_  
Assistant Superintendent, Business  
Services

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** 19six Architects Inc.: Amendment Agreement: Soquel High School Wellness Center

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the 19six Architects Inc. amendment agreement for Soquel High School Wellness Center.

**BACKGROUND:**

The Board previously approved a master agreement with 19Six Architects Inc. (formerly Madi Architecture) on 2/1/17. This agreement amendment is for architectural services for the conversion of two small classrooms and two offices at Soquel High School into a Wellness Center. This is a time and materials estimate.

**FISCAL IMPACT:**

\$99,800.00 Measure A Funds (Restricted), representing 0.27% of the overall site budget  
\$36,302,533.05 is the total Bond Allocation to Soquel High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*



October 18, 2023

Trevor Miller  
Santa Cruz City Schools  
536 Palm Street  
Santa Cruz, CA 95060

Project: Santa Cruz City Schools  
**Soquel High School**  
**Conversion of Classrooms to Wellness Center**  
19six #: 23470

Dear Mr. Miller:

Thank you for the opportunity to provide you with professional Architecture & Engineering services for Santa Cruz City Schools. We are pleased to submit this proposal for conversion of two small classrooms and two offices into a Wellness Center at Soquel High School.

#### **PROJECT DESCRIPTION**

##### Vision

- Offer social, emotional, behavioral, and academic support for all students
- Promote equality and inclusivity for all students
- Develop resilient, compassionate, well-rounded students

##### Mission

- Dedicated to supporting students' social, emotional, behavioral, and academic development
- Individualized support for each student.

##### Programs Focus

- Solution-focused brief counseling
- Conflict resolution with peers
- Processing of feelings and thoughts

##### Designed to help students:

- Need time to de-escalate
- Need someone to talk to
- Feel overwhelmed
- To prevent a conflict/fight
- Need to problem solve

Generally, the work is to modify classrooms 309 and 311, and offices 310A and 310B into a Wellness Center based on the design guidelines 19six produced for the Santa Cruz County Office of Education, see Exhibit A. The project will be submitted to the Division of State Architect (DSA) as a modernization of the spaces. The project includes demolition of existing walls and the construction of new full-height walls to

mitigate sound intrusion. There will be all new finishes, HVAC, plumbing, electrical and data serving the space. This Wellness Center will include:

#### Reception

- Front Desk, check-in
- Self-check-in via QR code
- Printer/Copier
- Lateral file storage
- Console table with literature

#### Waiting Area

- (2) Soft seating for waiting
- (2) table and chairs for working

#### Private Offices

- Executive Desk and Chair
- Guest Chair
- Window with privacy blinds
- Noise counseling machine for privacy
- Computer and phone

#### Wellness Room

- Open space large enough to accommodate multiple people
- Soft movable seating
- Multi-sensory space
- Tranquil mural
- Padded/ Paneled walls

#### Conference Room

- Conference table
- Seating for 8-10 people
- Near to the wellness center staff

Kitchenette (the Wellness center provides snacks and drinks to the students)

- Sink
- Refrigerator
- Counterspace
- Microwave
- Upper/Lower cabinets for storage

#### Gender Neutral restroom

- ADA accessible
- Bathroom provides additional privacy for student

Scope of Architecture & Engineering work:

**CIVIL ENGINEERING:**

1. Ensure ADA path-or-travel to the scope of work follows ADA and DSA standards.
2. Correct closest ADA parking stall and/or student drop-off

**ARCHITECTURE:**

3. Perform field work to verify existing conditions.
4. Develop as-built 3-D REVIT drawings.
5. Produce demolition and new construction documentation.

**INTERIOR DESIGN**

1. Specify all Furniture, Fixtures and Equipment
2. Assist with Interior paint colors, artwork and interior design

**HVAC**

1. Specify demolition of existing registers in renovated areas.
2. Select and specify new VRF unit in newly created offices.
  - a. Interior units will be Ceiling Mounted Cassette Units.
  - b. Exterior units will be supported from the roof or slab (exact location is coordinated during schematic design).
  - c. Indoor units will be cassette type if there is a T-bar ceiling or wall type if there is no T-bar ceiling.
  - d. Show the refrigerant piping layout in the drawings.
  - e. Show condensate piping layout in the drawings.
  - f. Specify Controls and sequence of operations for the new units.
3. Show additional routing of new ductwork for new layout. Select and specify registers.
4. Show ventilation (outside air connections and the equipment) system in the drawings.
5. Select and specify new exhaust fan for the newly created restroom Controls by light switches.

**PLUMBING**

1. Specify demolition of existing plumbing classroom sink.
2. Specify demolition of existing piping. Cap existing mains for reconnection.
3. Select and specify plumbing fixtures for newly created restroom.
4. Select and specify instantaneous electric water heater for lavatory.
5. Specify water hammer arrestor for flush valves.
6. Specify trap primer for floor drains if any.
7. Show pipe sizing and routing (CW, Waste, Vent) for new fixtures.
8. Specify all the Plumbing fixtures based on the current District standards.



- 9. Select and Specify model numbers, options for plumbing fixtures in renovated restrooms  
These fixtures are.
  - a. (1) Water Closet (Floor Mounted)
  - b. (1) Lavatory
  - c. (1) Trap Primer
- 10. Specify condensate drain connections for the mechanical units.
- 11. Provide plumbing design engineering services to any fixture shown on architectural drawings.

**ELECTRICAL**

- a. Load Calculations and Single Line Diagram.
- b. Power and Lighting Plans.
- c. Electrical Demolition Plans.
- d. Provisions for Data System (conduits, cables, and outlets).
- e. Fire Alarm System Design.
- f. Title 24 Lighting Calculations (indoor).
- g. Coordination with T-24 Certified Lighting Controls Acceptance Test Technician (CLCATT).
- h. Green Building Standards Code Compliance Assistance for required measures.
- i. Coordination with Mechanical Engineer.
- j. Electrical Specifications.
- k. Site visit to establish existing conditions to the extent necessary to accomplish the electrical design.
- l. Construction Support Services.

**SCHEDULE**

We are ready to proceed with this work upon your approval. The following schedule assumes an authorization to proceed of November 1, 2023:

Authorization to Proceed.....	11/01/23
Schematic Design.....	11/15/23
Design Development.....	12/13/23
Construction Documentation.....	01/31/24
Submit to DSA.....	02/01/24

Note that all construction activity shall be coordinated with the Soquel High School’s schedule.

**SCOPE OF SERVICES AND FEES**

Services shall include professional architecture & engineering services. Our project team will consist of Civil, Structural, Mechanical and Electrical Engineers. A breakdown of the services is as follows:

- A. Schematic Design
  - 1. Schematic drawings
  - 2. Coordination with Civil, Structural, Mechanical & Electrical consultants
  - 3. (1) meeting to review schematic plans
  - Fee \$ 4,800
  
- B. Design Development
  - 1. Design development drawings
  - 2. Coordination with Civil, Structural, Mechanical & Electrical consultants
  - 3. (1) meeting to review design development plans
  - Fee \$ 13,050
  
- C. Construction Documents
  - 1. Preparation of necessary plans and details
  - 2. Specifications
  - 3. (4) meeting to review plans and specifications
  - Fee \$51,050
  
- D. DSA Coordination and Approval
  - 1. Submittal to DSA
  - 2. Revise drawings and specifications per DSA review comments
  - 3. Coordination with Civil, Structural, Mechanical & Electrical consultants
  - Fee \$ 7,900
  
- E. Bidding
  - 1. Attend bid job walk
  - 2. Respond to bid questions
  - 3. Prepare addenda as necessary
  - 4. Review contractor pricing
  - Fee \$ 4,400
  
- F. Construction Administration
  - 1. Review submittals
  - 2. Respond to contractor questions (RFI's)
  - 3. (8) site visits
  - 4. (2) final punch list walk
  - Fee \$ 18,200

G. Direct Expenses

1. Printing. Includes in-house check sets, meeting sets, design team sets, and DSA submittal sets through the bidding phase
  2. Copying. Includes photocopying, to include specifications for DSA submittal and design team office sets
  3. Courier Service. Includes all delivery of submittals from 19six to consultants
  4. Mileage. Includes all mileage for project meetings, DSA approval and construction meetings
  5. Expenses associated with trip to DSA, Oakland. Includes lodging, parking and meals
- Fee \$ 400

**Total Fixed Fee \$ 99,800**

**REIMBURSABLE EXPENSES**

There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

Bid set printing for plans and specs shall be paid directly by the Owner to the print vendor. Bid set printing includes plans and specifications for: Contractor(s), Owner (includes owner’s representative and/or Construction manager, as applicable), Testing Lab, Soils Engineer, Inspector (if applicable), Design Team and Plan Rooms (if applicable).

**EXCLUSIONS**

The following are not included in our services described above:

- As-built drawings for the existing buildings
- Plan review application fees
- Blueprinting and photocopying costs for additional copies beyond those required for the meetings and as listed above
- Assume no site gas, fire or fire sprinklers required
- Assume on-site infrastructure improvements required.
- Upgrade of existing on-site utilities (power, telephone & cable TV).
- Electrical Service Design.
- Parking Lot Lighting.
- Exterior Lighting or Outdoor T24 calculations.
- EV Charging Stations.
- EM Voice Evacuation System Design.
- Data System Active Electronics.
- Audio Visual Systems Design.
- Telephone switch design.
- Title 24 Commissioning.
- Title 24 certification, testing and documentation.

- Green Building Code (Cal Green) voluntary measures.
- Emergency Generator Design.
- Solar PV System Design.
- Security or CCTV System Design.

### **MISCELLANEOUS PROVISIONS**

**DAMAGE LIMITATION** - As a material inducement to 19six Architects to enter into this Agreement, Owner agrees that the total liability of 19six Architects (whether for compensatory or consequential damages, attorneys' fees, costs, or any other type of damages or liability whatsoever) arising out of or relating to any alleged negligence, design defects, or breach of this agreement by 19six Architects, shall be limited to the fee earned.

**INDEMNITY** - Each party agrees to indemnify, defend, and hold its agents, employees, officers, directors, and consultants harmless from and against all claims, suits, actions, damages, fees, (including attorneys' fees), and liabilities whatsoever which arise out of or relate to the project except to the extent resulting from the negligence or willful misconduct of the other party.

Either of us may terminate this agreement for any reason by seven days' written notice. We agree to stop work immediately upon receiving your notice, except for reasonable time during the seven-day notice period to put the documents in order and to close the project; you agree to pay us for such work.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by Ralph le Roux, Principal, and overseen by Alan Kroeker, Architect – license number C-22474.

If this proposal meets with your approval, please sign below, and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service. We look forward to helping with these much-needed improvements.

Sincerely,



Alan Kroeker, Architect  
President  
19six Architects



Ralph le Roux, Principal  
19six Architects

Accepted by:

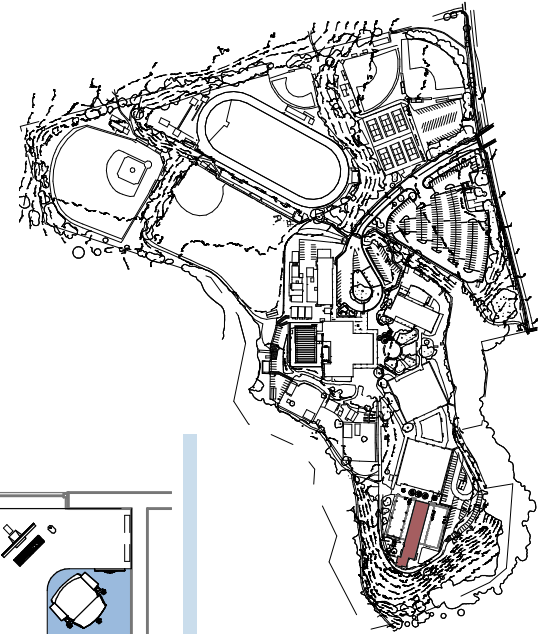
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Name (printed)

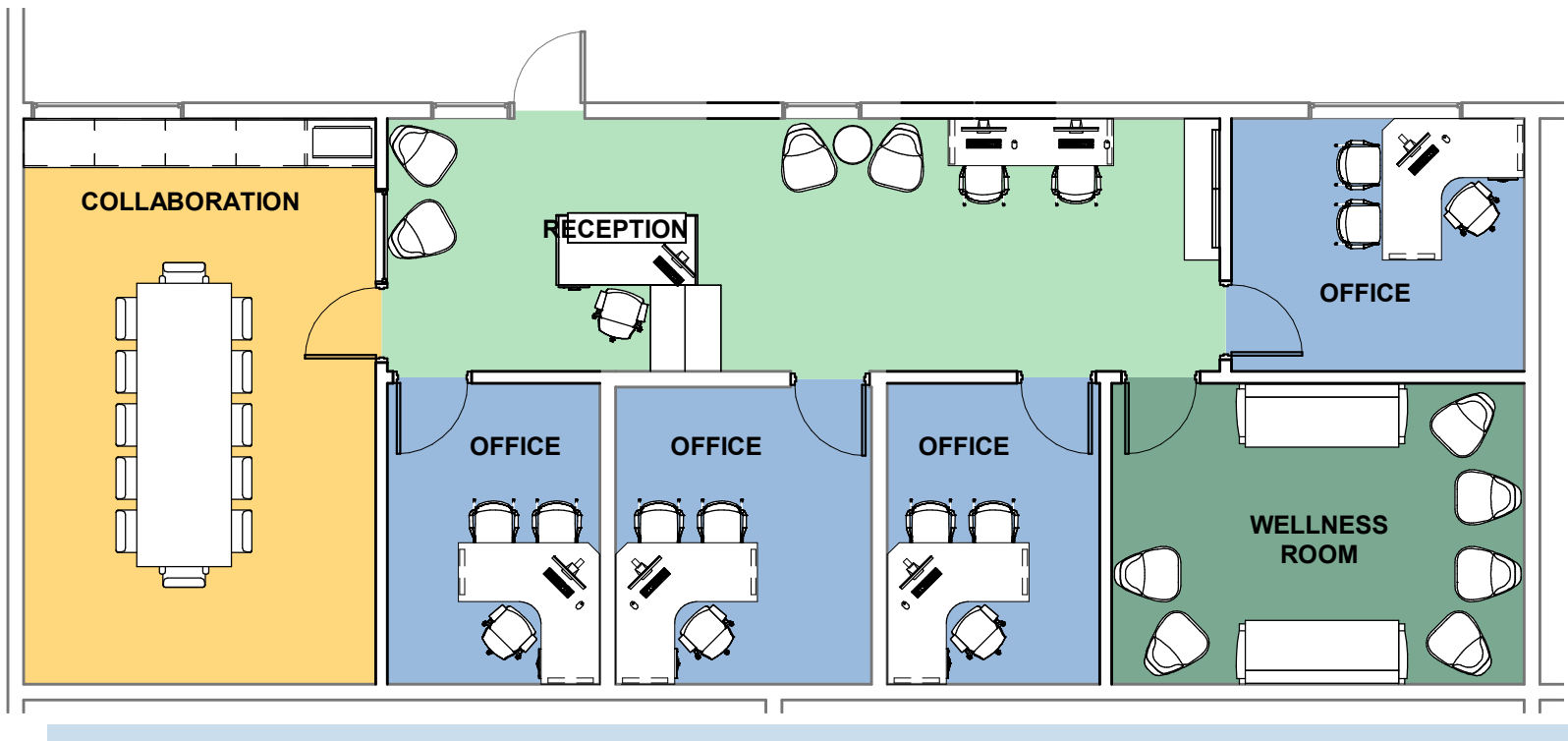
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Title

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Date

# EXHIBIT A



SITE PLAN  
SCALE: 1" = 700'



FLOOR PLAN  
SCALE: 1/8" = 1'-0"

## SOQUEL HIGH SCHOOL WELLNESS CENTER

SANTA CRUZ COUNTY OFFICE  
OF EDUCATION

# WELLNESS CENTER

A safe, inclusive environment for students  
to receive emotional, behavioral, and  
academic support

nine  
teen  
six  
196  
ARCHITECTS



SANTA CRUZ  
COUNTY OFFICE OF  
EDUCATION  
DR. FARIS SABBAH • SUPERINTENDENT OF SCHOOLS

# 1.0 PROGRAM SUMMARY

## MISSION

- Dedicated to supporting students' social, emotional, behavioral, and academic development
- Individualized support for each student. Bringing together educators, families, and the local community to empower and support their overall well-being and personal achievement.

## PROGRAM FOCUS

- Solution-focused brief counseling
- Conflict resolution with peers
- Processing of feelings and thoughts
- Designed to help students:
  - During times of de-escalation
  - Access someone to talk to & confide in
  - When they are feeling overwhelmed
  - Prevent a conflict/fight
  - Learn to problem solve

## MULTIPLE SERVICES OFFERED

- Comprehensive oversight of the student's wellbeing and academic success
- Counseling Services
- Social Worker
- Intervention Specialist
- Drug Resource Counselor

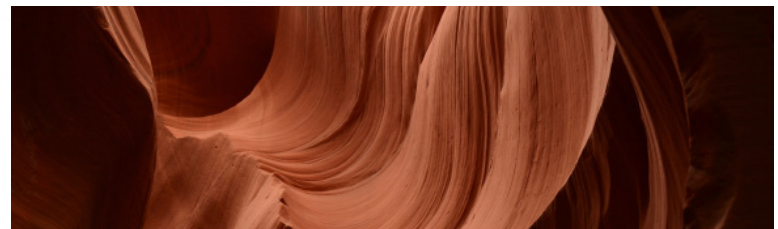
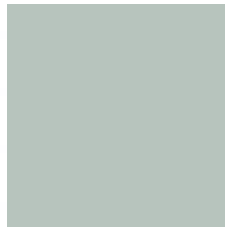
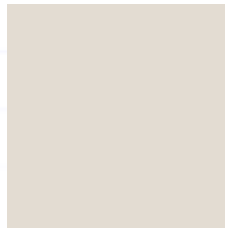


# 3.0 INTERIOR CONSIDERATIONS

## COLOR PALETTE

### COLOR THEORY & MOOD

- Introducing Warm Colors into the palette creates a nice contrast from the cool & neutral tones, warming up the space & maintaining a positive, relaxed feel
- Earth tones are great for areas that are frequented a lot; their friendly and inviting aesthetic are great for creating a warm environment free of agitation
- Soft blues, greens, and neutrals encourage relaxing & calming feelings
- Green's association with nature & trees creates a soothing & comforting atmosphere
- Blue is a color associated with soothing the mind, eliciting a cooling, calming, & refreshing effect



## 3.2 INTERIOR CONSIDERATIONS

### SPACE PLANNING

#### TEXTURE & IMAGERY

- A Mural in the Wellness Room  
showcasing a nature scene creates a soothing decompression space that acts as a separation from outside, potentially stressful environments
- Textures are important to the energy of a space - soft fabrics, seating, and wall coverings create a reassuring, safe atmosphere perfect for de-escalation



#### FURNITURE

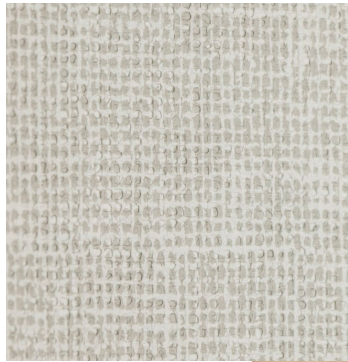
- Inviting and comfortable soft seating
- Textured and tactile fabric
- Creating an inviting and comfortable space that is familiar like home (Res-mercial)
- Acoustical considerations for privacy
- A warm & soft color palette that is not institutional or cold



## 4.1 PROPOSED LAYOUT RECEPTION AREA

RECEPTION AREA TO INCLUDE:

- Front Desk for check in
- Self-Check in, QR code
- Storage and Organization
- Small waiting area with soft seating, movable tables
- Console table with literature



WALL PANELS



FLOORING

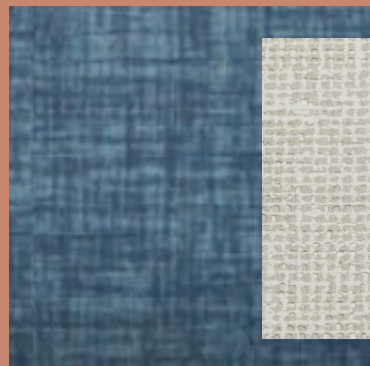


## 4.2 PROPOSED LAYOUT OFFICE SPACE



### OFFICE SPACE TO INCLUDE:

- Private and inviting executive office with desk and chair
- Typical office suite with computer and phone
- Comfortable and movable guest seating for small group conversations
- Window with blinds for privacy
- Noise cancelling machine for privacy



CARPET

WALL PANELS



FURNITURE FINISH

# 4.3 PROPOSED LAYOUT WELLNESS ROOM

## WELLNESS ROOM TO INCLUDE:

- Open space for ease of movement
- Large enough to accommodate multiple people
- Soft movable seating
- Multi-sensory space:
  - Sound
  - Texture: Tactile Panels
  - Lighting
  - interactive projection
- Tranquil mural and soft wall panels
- Padded/ Paneled walls



### PRODUCT GUIDE

- |  |   |
|--|---|
| 1. omiVista install - interactive floor projection (p.4-7) | 4. omiBeam - interactive sensory lighting (p.4-7) |
| 2. omiVista Mobile - interactive floor projection (p.4-7)  | 5. omiSky - interactive ceiling projection (p.8)  |
| 3. omiReflex - interactive wall projection (p.8)           |   |

### INTERACTIVE PROJECTION



INTEGRATED SPEAKERS



LIGHT THERAPY



TACTILE PANELS

# 5.5 PROTOTYPE - SOQUEL HS FURNITURE RECOMMENDATIONS



RECEPTION DESK



GUEST CHAIRS  
-Stacking



OFFICE FURNITURE



SOFT SEATING OPTIONS



OUTDOOR SEATING OPTIONS

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** 19six Architects Inc.: Proposal: Santa Cruz High School Building A Modernization and HVAC Upgrades

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the 19six Architects Inc. amendment agreement for Santa Cruz High School building A modernization and HVAC upgrades.

**BACKGROUND:**

The Board previously approved a master agreement with 19Six Architects Inc. (formerly Madi Architecture) on 2/1/17. This agreement amendment is for architectural services for the full replacement of the heating ventilation and cooling (HVAC) system and modernization of the main building of Santa Cruz High School.

**FISCAL IMPACT:**

\$1,467,500.00 Measure A Funds (Restricted), representing 4.39% of the overall site budget  
\$33,427,723.88 is the total Bond Allocation to Santa Cruz High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

October 16, 2023

Trevor Miller, Director of Facility Services  
Santa Cruz City Schools  
536 Palm Street,  
Santa Cruz, CA 95060

Project: Santa Cruz City Schools  
**Santa Cruz High School**  
**Building A Interior & HVAC Modernization**  
19six #: 23382

Dear Mr. Miller:

Thank you for the opportunity to provide you with professional architectural and engineering services for the Santa Cruz High School Building A Interior & HVAC Modernization. We are pleased to submit this proposal for the full replacement of the HVAC system in the Main Building to provide a new Heating, Ventilation and Cooling (HVAC) system to meet the current building code and goals of the District. We will also Modernize all the interior spaces.



### PROJECT DESCRIPTION

Building A was constructed in 1910, retrofitted in 1950 and partially modernized over time. The interior is dated, and in some cases non-compliant with the current code and ADA (Americans with Disabilities Act). The building has an antiquated HVAC system with no cooling. The district would like to replace the HVAC system in its entirety, phasing the project per floor to minimize impact to the campus. Since the project will touch every space, it will be an opportunity to modernize the interior spaces of the building, bringing them up to the current code, updating finishes and integrating the current technology standards.



The DSA (Division of State Architect) requires that the Modernization cost be less than 50% of the replacement cost. Structurally we may avoid a full rehabilitation of the building if we keep the additional weight added to less than 10% of the current building weight. This proposal include a structural evaluation of the building and partial rehabilitation. The need for a full rehabilitation will be based on the analysis and information generated during the schematic design phase of this project.

For a full description of scope of work by discipline refer to: **Exhibit A: Building A Modernization and HVAC Upgrades Scope of Work:**

**SCHEDULE**

We are ready to proceed with this work upon your approval. The following schedule assumes an authorization to proceed of November 9, 2023:

Authorization to Proceed .....	11/09/23
Schematic Design .....	6 Weeks
Design Development .....	8 Weeks
Construction Documentation .....	12 weeks
DSA Submittal.....	05/01/24

Note that all construction activity shall be coordinated with the Santa Cruz High School schedule.

**SCOPE OF SERVICES AND FEES**

Services shall include professional Architectural, Interior Design, Civil, Structural Mechanical, Electrical, Energy, Commissioning and Estimating services. Our project team will consist of Hohbach Lewin – Surveying, Civil & Structural Engineering, Cypress Engineering – Mechanical, Plumbing and Commissioning, Aurum Engineering – Electrical and Low Voltage, Soldata – Energy, Sierra West - Estimating. A breakdown of the services is as follows:

- A. Schematic Design
  - 1. Schematic drawings
  - 2. Coordination with Civil, Structural Mechanical, Electrical, Energy and Commissioning consultants
  - 3. (4) meeting to review schematic plans

Fee \$ 220,125
  
- B. Design Development
  - 1. Design development drawings
  - 2. Coordination with Civil, Structural Mechanical, Electrical, Energy and Commissioning consultants
  - 3. (8) meeting to review design development plans

Fee \$ 220,125
  
- C. Construction Documents
  - 1. Preparation of necessary plans and details
  - 2. Specifications
  - 3. (16) meeting to review plans and specifications.

Fee \$ 513,625

D. DSA Coordination and Approval	
1. Submittal to DSA	
2. Revise drawings and specifications per DSA review comments	
3. Coordination with Civil, Structural Mechanical, Electrical, Energy and Commissioning consultants	
Fee	\$ 73,375
E. Bidding	
1. Attend bid job walk	
2. Respond to bid questions	
3. Prepare addenda as necessary	
4. Review contractor pricing	
Fee	\$ 73,375
F. Construction Administration	
1. Review submittals	
2. Respond to contractor questions (RFI's)	
3. (60) OAC (Owner, Architect, Contractor) meetings/site visits	
4. (3) final punch list walks	
Fee	\$ 366,875
G. Direct Expenses	
1. Printing. Includes in-house check sets, meeting sets, design team sets, and DSA submittal sets through the bidding phase.	
2. Copying. Includes photocopying, to include specifications for DSA submittal and design team office sets.	
3. Courier Service. Includes all delivery of submittals from 19six to consultants.	
4. Mileage. Includes all mileage for project meetings, DSA approval and construction meetings.	
5. Expenses associated with trip to DSA. Includes lodging, parking and meals	
Fee	\$ <u>          0</u>
<b>Total Fixed Fee</b>	<b>\$1,467,500</b>

**REIMBURSABLE EXPENSES**

There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

Bid set printing for plans and specs shall be paid directly by the Owner to the print vendor. Bid set printing includes plans and specifications for: Contractor(s), Owner (includes owner's representative and/or Construction manager, as applicable), Testing Lab, Soils Engineer, Inspector (if applicable), Design Team and Plan Rooms (if applicable).

## **EXCLUSIONS**

The following are not included in our services described above:

- As-built drawings for the existing buildings
- Plan review application fees
- Blueprinting and photocopying costs for additional copies beyond those required for the meetings and as listed above.

## **MISCELLANEOUS PROVISIONS**

**DAMAGE LIMITATION** - As a material inducement to 19six Architects to enter into this Agreement, Owner agrees that the total liability of 19six Architects (whether for compensatory or consequential damages, attorneys' fees, costs, or any other type of damages or liability whatsoever) arising out of or relating to any alleged negligence, design defects, or breach of this agreement by 19six Architects, shall be limited to the fee earned.

**INDEMNITY** - Each party agrees to indemnify, defend, and hold its agents, employees, officers, directors, and consultants harmless from and against all claims, suits, actions, damages, fees, (including attorneys' fees), and liabilities whatsoever which arise out of or relate to the project except to the extent resulting from the negligence or willful misconduct of the other party.

Either of us may terminate this agreement for any reason with seven days' written notice. We agree to stop work immediately upon receiving your notice, except for a reasonable time during the seven-day notice period to put the documents in order and to close the project; you agree to pay us for such work.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by Ralph le Roux, Principal, and overseen by Alan Kroeker, Architect – license number C-22474.

If this proposal meets with your approval, please sign below, and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service. We look forward to helping with these much-needed improvements.

Sincerely,



Alan Kroeker, Architect  
President  
19six Architects

Ralph le Roux, Principal  
19six Architects

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Exhibit A: Building A Modernization and HVAC Upgrades Scope of Work:**

### **ARCHITECTURAL SCOPE OF WORK**

---

#### **BUILDING MODERNIZATION**

Develop demolition and new construction drawings showing improvements of the interior spaces to the main building. Scope includes:

- Abate and remove old existing 1'x1' ceiling tile. Conceal new mechanical equipment, ductwork, cabling and other raceway in ceiling space, chases or furred out walls.
- Show demo plans for all floor levels, including the roof. Coordinate the removal of old mechanical and plumbing equipment with the engineering drawings.
- Coordinate new lights, HVAC registers, fire sprinklers, sensors, and other equipment within a new T-Bar grid ceiling system, where required.
- Update door signage and wayfinding.
- New finishes at floors and walls: flooring, paint, and tackboard.
- Modernize offices, classrooms, and restrooms. Provide new FFE (furniture, fixtures, and equipment) where required. Install or re-install AV equipment.
- Update the interior of the hallways, including finishes, display cases, lighting and signage
- Coordinate location of teaching walls and AV equipment to the current district technology standards.
- Develop reflected ceiling plan to coordinate lighting, mechanical, fire protection and all utilities in the ceiling.
- Replace the finish at exterior stairways.
- Correct doors and hallways that are non-accessible per ADA
- Modernize restrooms, provide at least one gender neutral restroom (future cost requirement)
- Refinish public circulation spaces such as stairs and hallways.
- Correct ADA (Americans with Disability Act) accessibility issues.
- Provide new signage and wayfinding in the building.
- Coordinate placement of rooftop HVAC, reinstallation of PV solar system and re-roof the building.
- Evaluate the performance space in the theatre, meet with the end user and district's tech dept., update AV equipment and acoustics as needed.

#### **SITE MODERNIZATION**

Redesign existing parking lot layout to maximize parking, correct ADA parking stall, add EV charging station and correct ADA path-of-travel to the main building. Ensure ADA pathway is lit. Coordinate with Civil

### **CIVIL SCOPE OF WORK**

---

#### **TOPOGRAPHICAL SURVEY**

We will prepare a Partial Topographic Survey Plan of the small visitor parking lot serving the main entry to building 1:

- Spot elevations and contours at a two-foot interval to determine drainage pattern based on the local vertical datum.
- Location of existing structures with finish floor elevations and associated exterior grades.
- Visible and overhead utilities.
- Underground utilities will be shown per the markings of a utility locator service whose services are included in this proposal.

- Accessible underground utilities such as sanitary sewer and storm drain. Pipe inverts and sizes will also be shown.
- Tree locations and sizes for trees 6" diameter or greater with approximate driplines.
- Location and elevation of existing site features such as, but not limited to, fences, gates, driveways, fronting street pavement, walls, walks, patios and other hardscape.

## CIVIL ENGINEERING

Redesign existing parking lot layout to maximize parking, correct ADA parking stall, add EV charging station and correct ADA path-of-travel to the main building. Ensure ADA pathway is lit. Coordinate with Architect

- Demolition Plan
- Grading Plan
- Preliminary Storm Water Treatment Plan
- Pavement Plan
- Site Utility Plan (Storm Water)

## STRUCTURAL SCOPE OF WORK

---

This proposal is based partial sets of construction documents for projects conducted in the building over the past 70 years. The classroom building is a 3-story reinforced concrete structure with wood and concrete floor and roof framing, originally constructed circa 1915. The original construction drawings have not been located and may not be available.

The planned alterations to the building include modernization of all interior spaces and mechanical and electrical system upgrades. New suspended ceilings and soffits are planned to conceal overhead ducts and conduits. Alterations to existing interior or exterior structural walls and columns are not anticipated. Limited modifications to interior non-structural, non-bearing partition walls are planned, particularly for the purpose of improving access for ADA compliance.

In accordance with DSA IR EB-5, we will provide an assessment of full building rehabilitation triggers per CAC 4-309(c), Item 2, including increase of seismic building mass, increase of wind exposure area, decrease of building lateral force resistance, and change of stiffness of building lateral resisting elements. This proposal assumes the alterations do not trigger a full-building rehabilitation, nor is additional justification required of a portion of, or the entire building's lateral force resisting system.

The proposal does include a Voluntary Seismic Upgrade (VSU) – There is consensus with SCCS facilities staff that adding a targeted Voluntary Seismic Upgrade to address suspected seismic deficiencies in the building is appropriate. As opposed to a mandated rehabilitation which aims to bring a building into full compliance with current earthquake standards, a VSU allows for the engineer and District to cooperatively determine an appropriate seismic performance objective to mitigate hazards in a more cost-effective manner. The ideal time to undertake a VSU is concurrent with finish replacement during a modernization.

The scope of services associated with initiating a VSU are:

1. Initial Assessment (including site visit)
2. Tier1/LimitedTier 2 Seismic assessment as described within ASCE 41
3. Provide descriptions of seismic retrofit measures developed to conceptual level so that rough order of magnitude project budgets (by others) may be established.

4. Summarize the results of above-described efforts in report format.

Once the project VSU scope is established, we can provide a proposal for the development of construction documents, DSA approval, and construction support.

Not included:

Full Building Rehabilitation - Should the rehabilitation assessment indicate one or more triggers of 4-309(c), are exceeded, we will discuss options with SCCS and provide agreed upon structural services for rehabilitation as an additional service.

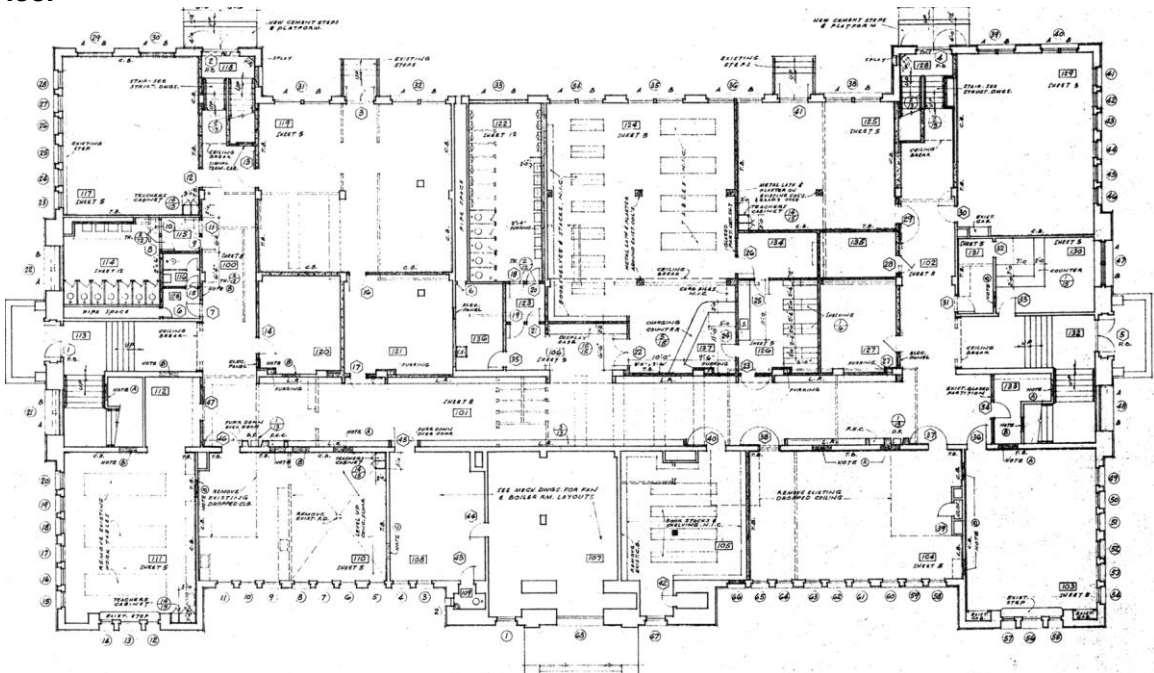
### MECHANICAL SCOPE OF WORK

General Mechanical scope of work:

- ◆ Santa Cruz High 3 story building heating system replacement with all electric heating, cooling and ventilation (HVAC) system
- ◆ Specify controls for HVAC equipment.
- ◆ Specify standard Pelican Wireless controls for HVAC controls for the new equipment.
- ◆ The building is 3 story and a historic building. Exterior walls and the look will be kept as original.
- ◆ Perform Mechanical T-24 Calculations for Existing 3 Story Classroom Building
- ◆ No gas piping would be necessary
- ◆ Design Services (HVAC and HVAC related Plumbing and Removal of Existing Heating Systems (boilers and radiators etc.)
- ◆ Phased Construction Support Services (assumed to be completed over 2 Summer breaks)
- ◆ No site plumbing or mechanical work

#### ◆ HVAC

##### Lower Floor



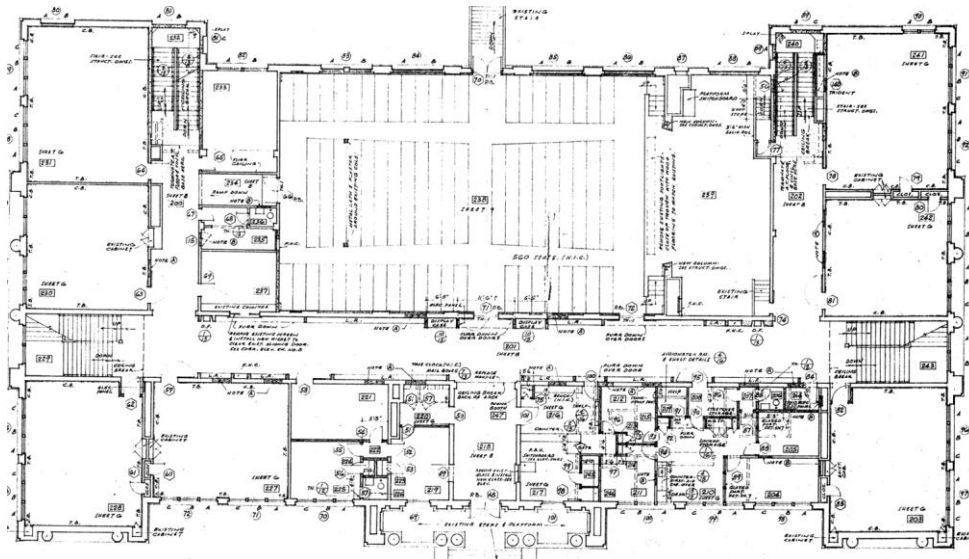
## 8 Classrooms and Teachers' Lounge

- ◆ Specify VRF style Individual Heat Pump System
  - Outdoor units may be located under the staircase in the main entrance or on the roof.
  - Indoor units could be vertical air handler style with team air enclosures if the space would be available (If the space is an issue cassette type units will be utilized for the spaces)
  - Classrooms and teachers' lounge will be ventilated with multiple dedicated outside air supply units (DOAS) or energy recovery units (ERVs)
  - Each classroom will be controlled by pelican thermostats (Gateway and repeaters may be necessary to set up the communication)
  - Outside Air can be supplied through the existing louvers under the staircases

## 8 to 10 Offices (All the offices)

- Outdoor units may be located under the staircase in the main entrance or on the roof. One outdoor unit will serve multiple offices to minimize the outdoor units.
- Indoor units could be wall type or cassette type units.
- Offices will be ventilated with multiple dedicated outside air supply units (DOAS) or energy recovery units (ERVs)
- Each office will be controlled by pelican thermostats (repeaters may be necessary to set up the communication)
- Outside Air can be supplied through the existing louvers under the staircases

## Middle Floor



## 5 Classrooms

- ◆ Specify VRF style Individual Heat Pump System
  - Outdoor units will be located on the roof.
  - Indoor units could be vertical air handler style with team air enclosures if the space would be available (If the space is an issue cassette type units will be utilized for the spaces)



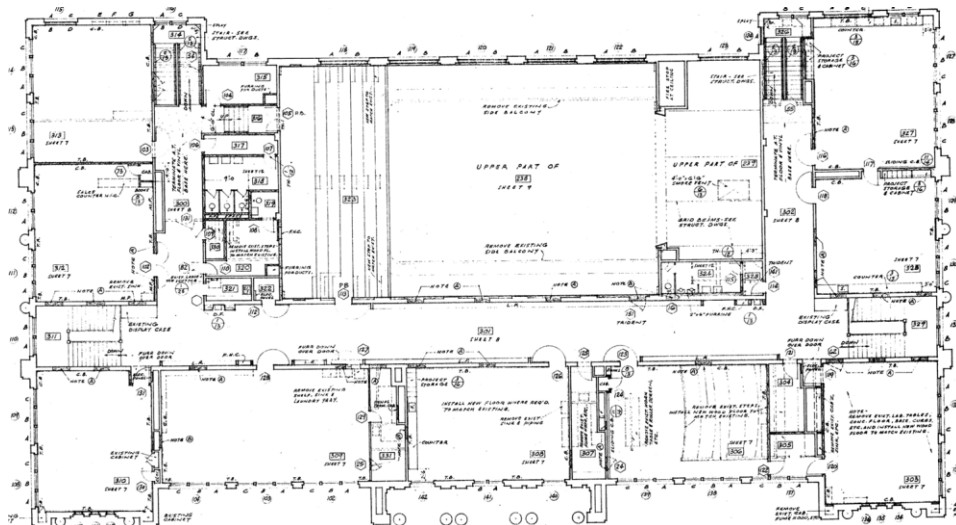
- Classrooms will be ventilated with multiple dedicated outside air supply units (DOAS) or energy recovery units (ERVs)
- Each space will be controlled by pelican thermostats (repeaters may be necessary to set up the communication)

## Offices

### Auditorium

- Outdoor units may be located under the staircase in the main entrance or on the roof. One outdoor unit will serve multiple offices to minimize the outdoor units.
- Indoor units could be wall type or cassette type units.
- Offices will be ventilated with multiple dedicated outside air supply units (DOAS) or energy recovery units (ERVs) – some of the classrooms and offices may share the same DOAS or ERV.
- Each space will be controlled by pelican thermostats (repeaters may be necessary to set up the communication)
- Outdoor units will be located on the roof. One outdoor unit may serve multiple indoor units.
- Indoor units will be air handler type located at the same place that existing units are located. Existing ductwork will be utilized to distribute the air.
- Outdoor air will be introduced to the units through roof (DOAS or ERV may be used if the roof space is available after the design is 50% DD level.
- Units will be controlled by pelican thermostats (repeaters may be necessary to set up the communication.
- Auditorium ceiling extend to the upper floor

## Upper Floor



### 9 Classrooms

- ◆ Specify VRF style Individual Heat Pump System
  - Outdoor units will be located on the roof.
  - Indoor units could be vertical air handler style with team air enclosures if the space would be available (If the space is an issue cassette type units will be utilized for the spaces)
  - Classrooms will be ventilated with multiple dedicated outside air supply

- units (DOAS) or energy recovery units (ERVs)
- Each space will be controlled by pelican thermostats (repeaters may be necessary to set up the communication)

## **2 Offices**

- Outdoor units will be located on the roof.
- Indoor units could be wall type or cassette type units.
- Each space will be ventilated with multiple dedicated outside air supply units (DOAS) or energy recovery units (ERVs) – some of the classrooms and offices may share the same DOAS or ERV.
- Each space will be controlled by pelican thermostats (repeater(s) may be necessary to set up the communication)

## **Corridors**

- Corridors are considered as transition spaces and will be ventilated per code requirements.

## **Restrooms**

- No work in the restrooms

## **Demolition Work**

- All the new equipment is planned to be 2 summers (phased work). Portions of the spaces that are not replaced with new HVAC system require heating during the cold days.
- The existing heating system will stay in place until all the new HVAC work is completed.
- Show demolition of the existing boiler, pumps and Hydronic specialties form the boiler room.
- Show removal of all the hydronic radiators from the perimeter walls or other places. Cap, remove and abandon in place the hydronic pipes.
- Removal of all the gas pipes in Boiler room and other areas (will be coordinated during design)

### **◆ General HVAC Scope for all the floors**

- Select and specify all electric HVAC units.
- Select and specify split system cooling only unit at IDF/ MDF room.
- Design and specify ducts and registers throughout the building.
- Show refrigerant piping routing and coordinate the location with architects. Soffits, raceways and shafts may be required for the refrigerant and ductwork runs.
- Show equipment mounting details.
- Coordinate the electrical load with the electrical consultant.
- Coordinate the equipment weights with structural consultant.
- Coordinate all the work with architect.
- Provide complete Mechanical drawings set for DSA approval.
- Provide mechanical energy compliance forms for the specified equipment.

### **◆ Plumbing work related to HVAC Equipment Installation**

- Design and specify condensate drain at HVAC Units.
- Show secondary safety switches to stop the units when the primary condensate drains are clogged.

- Provide complete Plumbing drawings set for DSA approval.

◆ **Fire Sprinkler System Design**

- Excluded from the scope of work.

◆ **Construction Support Services**

- Assist Architect to respond to plan check comments as required for approval by DSA.
- Assist architect to respond to contractor RFIs during bidding.
- Review contractor submittals.
- Assist architect to respond to contractor RFIs during construction.
- Site visits for final punch list walk through for each phase

## ELECTRICAL SCOPE OF WORK

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1. HVAC Upgrades
2. Building Power/Telecom/Low Voltage Systems/Fire Alarm (addition of EM Voice Evac).
3. Separate line item added for CAMPUS WIDE Fire Alarm/EM Voice Evac

We are pleased to have this opportunity to provide a proposal for the Electrical Design portion of the referenced project. Our scope of work is based on a brief walkthrough of the existing 3 story classroom building for HVAC Upgrades and Electrical/Telecom/Fire Alarm Renovations within the building. Please note that no Solar Photovoltaic or roofing work will be in scope. Any alterations to roof or solar shall be by others. In addition, Fire Alarm/EM Voice Evacuations System Design will only be for Building A. A separate line item will be provided should "campus wide" fire alarm/EM Voice evac system be requested/required.

We propose to provide complete design of the electrical working drawings and specifications to facilitate construction of the project.

IF CAMPUS WIDE FIRE ALARM/EM VOICE EVAC SYSTEM IS REQUESTED, THIS WILL BE A SEPARATE PROJECT, OR ADDITIONAL SERVICES TO THIS CONTRACT.

Our Scope of Work will include the following:

- a. Load Calculations and Single Line Diagram.
- b. Electrical *Service\** and Distribution.
- c. Exterior Lighting and Control.
- d. Power and Lighting Plans.
- e. Electrical Demolition Plans.
- f. Provisions for Data System (conduits, cables and outlets).

- g. Provisions for Telephone System (conduits, cables and outlets).
- h. *Building "A" Fire Alarm System Design/EM Voice Evacuation System Design.\**
- i. Intercom, Paging System, Clock/Signal System Design.
- j. Title 24 Lighting Calculations (indoor and outdoor).
- k. Coordination with T-24 Certified Lighting Controls Acceptance Test Technician (CLCATT).
- l. Green Building Standards Code Compliance Assistance for required measures.
- m. Coordination with Mechanical Engineer.
- n. Coordination with Modular Manufacturer Consultant.
- o. Site visit to establish existing conditions to the extent necessary to accomplish the electrical design.
- p. Construction Support Services.

## COMMISSIONING SCOPE OF WORK

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- ◆ Commissioning Services – Design Phase
  1. Develop Basis of Design (BoD) requirements
  2. Develop and implement Cx plan.
  3. Confirm incorporation of Cx requirements into the Construction Documents.
  4. Meeting with operations and maintenance personnel to listen and explain the designed system in schematic design or design development level, listen their expectation. (Try to incorporate the maintenance personnel requirements into the commissioning specifications and project requirements)
- ◆ Commissioning Services – Construction Phase
  1. Review the drawings and walk through the site before commissioning activities.
  2. Review submittals related to commissioning systems.
  3. Conduct commissioning kick off meeting with commissioning team members. Team members are General Contractor (GC), Owner Representative (OR), Mechanical Contractor (MC) and TAB Subcontractor (TAB), Controls Contractor and School District Representative. Explain the process to all the members, answer all the questions.
  4. Provide system readiness checklists (review forms) for equipment to be commissioned to the mechanical contractors for completion. This is a simple form to be requested from the mechanical contractor to indicate HVAC systems are ready for tests.
  5. Prepare the functional test forms for final equipment set-up and controls based on the drawings and sequence of operations.
  6. Explain the process to all the design team members, contractors, owner rep and answer all the questions.
  7. Witness the Ventilation Air CFM test - Certified TAB technician to measure the airflow.
  8. Test the operational mechanical systems for comfort control and document the results.

9. Schedule site commissioning meetings with related parties, as necessary
10. Before functional tests and training, the following items need to be completed and reviewed by Commissioning Agent (CA)
  - a. All factory start-ups and system readiness forms completed by factory technician or mechanical contractor.
  - b. All the RFIs related to Commissioning activities are answered and executed by the contractor.
  - c. Control Systems need to be fully installed and operational.
  - d. TAB report by the contractor is provided.
  - e. Punch list items and corrections.
  - f. O&M Manuals for each commissioned equipment and systems are available and submitted to CA.
  - g. As-Built Drawings shall be completed and are ready at site.
11. Administer and document functional tests done by mechanical contractor.
12. Equipment to be commissioned (functionally tested): Please note that no HVAC system was designed at the time of this proposal is written.
  - a. Dedicated Outside Air Systems
  - b. VRF Systems with Internal fan coils. (All the exterior and interior Units)
  - c. Condensate System (some of the equipment has condensate pumps)
  - d. Sequence of operations.
13. Prepare field reports indicating the summary of the process and non-compliance items (part of commissioning issue log).
14. Provide and maintain commissioning issues log throughout commissioning.
15. Verify training of the owner O&M personnel and end users.
16. Prepare and maintain current facilities and operations and maintenance plan that contains the following information necessary to operate the building efficiently. The plan must include the following:
  - a. A sequence of operation for the building.
  - b. The building occupancy schedule.
  - c. Equipment run-time schedules.
  - d. Setpoints for all HVAC equipment.
  - e. Minimum outside air requirements.
  - f. Any changes in schedules or setpoints for different seasons, days of the week, and time of day.
  - g. A written narrative describing the mechanical equipment.
  - h. Prepare the system manual.
    - a. Control sequences.
    - b. O&M Manuals.

- c. As Build mechanical and controls drawings.
17. Prepare final commissioning report with recommendations.
    - a. Functional test procedures and results
    - b. Record of maintenance personnel training completion.
    - c. Final Commissioning Issue log as attachment.
    - d.

### COMMISSIONING ASSUMPTIONS

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- ◆ Sampling Strategy may be used for similar equipment.
- ◆ Commissioning of HVAC systems and Controls is the main scope.
- ◆ Acceptance test forms will be filled out by a mechanical contractor, forms will be provided by the design team if necessary.
- ◆ Ventilation CFM verification based on the design drawings is part of the scope.
- ◆ Functional tests will be done in two different summer (2024 and 2025)

### COMMISSIONING EXCLUSIONS

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- ◆ Scheduled weekly construction meetings.
- ◆ Title 24 acceptance testing and documentation.
- ◆ Any work not mentioned above.
- ◆ Renewable energy systems.
- ◆ Lighting Controls
- ◆ Domestic Hot Water System

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** 19six Architects Inc.: Proposal: Soquel High School Boiler Replacement

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve 19six Architects Inc. proposal for Soquel High School boiler replacement.

**BACKGROUND:**

The Board previously approved a master agreement with 19Six Architects Inc. (formerly Madi Architecture) on 2/1/17. This agreement amendment is for architectural services for the replacement of the boilers at Soquel High School. The Board passed an emergency resolution to maintain an operating system through the winter with new boilers. This is a time and materials estimate.

**FISCAL IMPACT:**

\$110,250.00 Measure A Funds (Restricted), representing 0.30% of the overall site budget  
\$36,302,533.05 is the total Bond Allocation to Soquel High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

October 23, 2023

Trevor Miller  
Director of Facility Services  
Santa Cruz City Schools  
536 Palm Street  
Santa Cruz, CA 95060

RE: Santa Cruz City Schools  
Soquel High School Boiler replacement  
19six #21216

Dear Mr. Miller:

Thank you for the opportunity to provide you with professional architecture and engineering services. 19six Architects (19six) are pleased to submit this proposal to replace aging boilers at the gym building.

**PROJECT DESCRIPTION**

Santa Cruz City Schools would like to replace aging boilers that have failed. The current system may not be able to heat the school during the winter.

19six and its engineering team will provide construction documents (plans & specifications suitable for permit for the replacement of the three existing central plant boilers at Soquel High School in Soquel, CA as defined below after performing a site visit on September 14, 2023 with SCCS.

Note that Monterey Bay Area Resources District typically requires that gas-fired equipment over a minimum input rate (typically 2,000 MBH) is subject to review & permitting.

**SCHEDULE**

The following are preliminary timelines. A full schedule will be developed once we have district approval to begin work on this project.

**TIMELINE**

Preliminary project timelines and milestones:  
 Board Approval for A/E Contract..... TBD  
 Authorization to Proceed ..... ONE WEEK  
 Construction Documentation ..... FOUR WEEKS  
 DSA Approval ..... THREE-FOUR MONTHS

**SCOPE OF SERVICES AND FEES**

Our Scope of Work will include the following:



- a. Site visit to establish existing conditions.
- b. Meet with District to confirm design and layouts.
- c. ADA details per DSA requirements
- d. DSA approval
- e. Bidding and solicitation support
- f. Review of submittals
- g. Respond to RFI's
- h. Coordination with testing labs, IOR's and DSA
- i. Weekly construction meetings
- j. Develop punch list.
- k. DSA Close-outs

Scope of work per discipline includes:

Architecture:

- Develop accurate as-built REVIT site plan and building layout.
- Develop demolition plan plans to remove old boilers and associated equipment.
- Developed installation process for removing and replacing boilers.
- New Plan showing improvement
- Coordinate all architecture and engineering work.
- Address any required accessibility improvements required per ADA.

Mechanical

- Provide new high efficiency hot water boilers to replace existing three boilers with combined rated capacity of approximately 10,200 MBH of district heating to high school campus.
- Provide demolition drawings of boiler systems to be removed.
- Provide HVAC equipment mounting & installation details as needed for DSA review. All structural calculations & electrical design is excluded & shall be provided by others.
- Revise hot water & gas piping, boiler venting, & equipment layout as needed.
- Specify new boiler controls in accordance with owner requirements.

Structural:

- Review as-built drawings to ascertain existing concrete pad specifications.
- Prepare final structural calculations for the support and anchorage of the new boilers.
- Mark-up mechanical details to conform to the final structural calculations.

Electrical:

- Load Calculations and Single Line Diagram.
- Electrical Distribution.
- Power and Lighting Plans.
- Electrical Demolition Plans.
- Provisions for Data System (conduits, cables and outlets).
- Title 24 Lighting Calculations (indoor).
- Coordination with T-24 Certified Lighting Controls Acceptance Test Technician (CLCATT).
- Green Building Standards Code Compliance Assistance for required measures.
- Coordination with Mechanical Engineer.
- Electrical Specifications.

**SCOPE OF SERVICES AND FEES**

Services shall include professional Architectural and Engineering services. A breakdown of the services is as follows:

- A. Schematic Design
  - 1. One Site Visit
  - 2. Product Research
  - 3. Schematic drawings
  - 4. Coordination with Engineering consultants
  - 5. One meeting to review schematic plans

Fee \$ 1,450
  
- B. Design Development
  - 1. Design development drawings
  - 2. Coordination with Engineering consultants
  - 3. One meeting to review design development plans

Fee \$ 14,150
  
- C. Construction Documents
  - 1. Preparation of necessary plans and details
  - 2. Specifications
  - 3. One meeting to review plans and specifications.
  - 4. QAQC (quality assurance and quality control)

Fee \$ 55,800
  
- D. DSA Coordination and Approval
  - 1. Submittal to DSA
  - 2. Submittal to Monterey Bay Area Resources District
  - 3. Revise drawings and specifications per DSA & MBARD's review comments
  - 4. Coordination with Engineering consultants

Fee \$ 13,900
  
- E. Bidding
  - 1. Attend bid job walk
  - 2. Respond to bid questions
  - 3. Prepare addenda as necessary
  - 4. Review contractor pricing

Fee \$ 5,650

F. Construction Administration

- 1. Review submittals
  - 2. Respond to contractor questions (RFI's)
  - 3. Site visits
  - 4. One final punch list walk
- Fee

\$ 19,300

ARCHITECTURE & ENGINEERING FEES

\$ 110,250

**Total Fixed Fee**

**\$ 110,250**

REIMBURSABLE EXPENSES - There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

EXCLUSIONS - The following are not included in our services described above:

- All fees related to testing, surveys, and agency fees
- Fee assumes all existing buildings on the campus are closed out with DSA
- Fee assumes no major updates are required outside of the project scope. We will ensure that there is ADA access from the closest right of way and the ADA vehicle parking space.
- The fire protection system is fully functional.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

**MISCELLANEOUS PROVISIONS**

DAMAGE LIMITATION - As a material inducement to 19six Architects to enter into this Agreement, Owner agrees that the total liability of 19six Architects (whether for compensatory or consequential damages, attorneys' fees, costs, or any other type of damages or liability whatsoever) arising out of or relating to any alleged negligence, design defects, or breach of this agreement by 19six Architects, shall be limited to the fee earned.

INDEMNITY - Each party agrees to indemnify, defend, and hold its agents, employees, officers, directors, and consultants harmless from and against any and all claims, suits, actions, damages, fees, (including attorneys' fees), and liabilities whatsoever which arise out of or relate to the project except to the extent resulting from the negligence or willful misconduct of the other party.

Either of us may terminate this agreement for any reason by seven days' written notice. We agree to stop work immediately upon receiving your notice, except for reasonable time during the seven-day notice period to put the documents in order and to close the project; you agree to pay us for such work.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be overseen by 19six Principal Ralph le Roux, and designed and managed by Interior Designer, Melissa Schramm. The project will be executed under the direction of Alan Kroeker, Architect - license number C-22474.

If this proposal meets with your approval, please sign below, and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service. We look forward to helping with these much-needed improvements.

Sincerely,



Alan Kroeker, Architect  
President  
19six Architects



Ralph le Roux, Principal  
19six Architects

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, Title)

\_\_\_\_\_  
(Date)

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** CRW Industries, Inc.: Change Order 3: Santa Cruz High School C & D Modernization

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve CRW Industries, Inc. change order #3 for Santa Cruz High School C & D modernization.

**BACKGROUND:**

This change order is a result of an unknown historic leak that caused internal damage to the building. Repairs consist of a number of items with the primary ones being as follows; repair to structural framing and waterproofing of exterior wall line, the removal and replacement of hardwood flooring that had been damaged by previous flooring overlays, and new soffit framing in classrooms to accommodate a new T-bar ceiling to conceal exposed ductwork and conduits due to adjacent buildings lower ceiling height. The previously approved contract amount was \$7,505,168.18 and the new total contract, including this change order, will be \$7,706,667.27.

**FISCAL IMPACT:**

Change Order #3 \$201,499.09 (2.68% increase to the contract), Measure A Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Santa Cruz HS Commons Modernization 415 Walnut Ave, Santa Cruz, CA 95060	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: 04/25/2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 003 Date: 11 October 2023
<b>OWNER:</b> <i>(Name and address)</i> Santa Cruz City School District 133 Mission St. Suite 100, Santa Cruz, CA 95069	<b>ARCHITECT:</b> <i>(Name and address)</i> Bartos Architecture	<b>CONTRACTOR:</b> <i>(Name and address)</i> CRW, Inc.

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

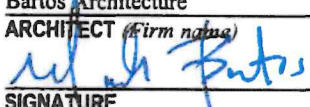
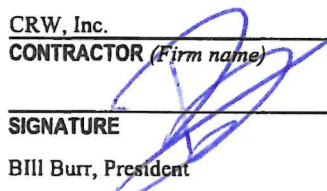
- PCO 22: Dry Rot repair in Unit D due to failing moisture barrier. \$29,071.16
- PCO 23: New windows in Unit D to resolve water intrusion. \$22,491.00
- PCO 25: Light well in Unit C classrooms to allow window to open at District requested dropped ceiling. \$36,426.11
- PCO 27: Additional structural bracing required to tie-in roof diaphragm between cafeteria and kitchen. \$18,849.17
- PCO 29: Additional concrete repair required due to the re-routing of the sanitary sewer line. \$23,175.76
- PCO 30: Remove and replace hardwood flooring in sections of Unit C due to unforeseen damage. \$35,534.28
- PCO 32: District requested "t-bar" ceiling in Unit C including credit for contracted adhesive applied acoustical tile. \$23,227.56
- PCO 33: Additional blocking required to suspend HVAC cassettes to revised ceiling height in Unit C. \$10,276.21
- PCO 34: Epoxy installed rebar in existing foundation at new entry in Unit C. \$1,179.18
- PCO 38: Revised framing in Unit D due to an increased size of new kitchen equipment. \$1,268.66

The original Contract Sum was	\$ 7,107,224.00
The net change by previously authorized Change Orders	\$ 397,944.18
The Contract Sum prior to this Change Order was	\$ 7,505,168.18
The Contract Sum will be increased by this Change Order in the amount of	\$ 201,499.09
The new Contract Sum including this Change Order will be	\$ 7,706,667.27

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be 31 May 2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Bartos Architecture</u> ARCHITECT <i>(Firm name)</i>	<u>CRW, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Santa Cruz City School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Mark Bartos, Architect	Bill Burr, President	Jim Monreal Assistant Superintendent, Business Services
<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>
<u>10/23/23</u> DATE	<u>DATE</u>	<u>DATE</u>

**Santa Cruz High School Commons Modernization**

Job Number: 5314

DATE: 3/14/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 22

**PCO - COST PROPOSAL - PRIME CONTRACTOR**

**DESCRIPTION OF CHANGE:** Framing of 9 line, change of design to repair water proofing of the entire wall. New elevation will match classroom elevations.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
scaffolding								1		650
2 X 6	1		300	300						
Headers	1		600	600						
Ply Shear	1		850	850						
Flashings	1		1500	1500						
water proffing Henrys Blue Skin	1		3500	3500						
Jose Quevedo					40	\$99.01	\$ 3,960.40			\$ -
Erik Putzler					40	\$99.01	\$ 3,960.40			
Bakari Broadnax					40	\$76.79	\$ 3,071.60			
Anthony Medina					40	\$76.79	\$ 3,071.60			
Luke Martin					40	\$82.99	\$ 3,319.60			\$ -
<b>SUBTOTALS:</b>				\$ 6,750.00			\$ 17,383.60			\$ 650.00

MATERIAL	\$6,750.00
LABOR	\$17,383.60
EQUIPMENT	\$650.00
<b>SUBTOTAL DIRECT COSTS</b>	<b>\$24,783.60</b>
FEE ON DIRECT COSTS (15%)	\$3,717.54
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$28,501.14</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

**\$0.00**

**\$0.00**

5% FEE ON SUBCONTRACTOR DIRECT COSTS

\$0.00

**SUBCONTRACTOR SUBTOTAL**

**\$0.00**

**PCO SUBTOTAL**

**\$ 28,501.14**

**BOND ( not to exceed 2% of sub total)**

**\$ 570.02**

**TOTAL**

**\$ 29,071.16**

PREPARED & SUBMITTED BY: Bill Burr

COMPANY: CRW TITLE: Pres

CRW \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

SCCS \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Bartos \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

SCHE

9 LINE MATERIALS FRAMING

30 2x6 \$300-

3 5 1/2" HOOKERS same as 1 line \$600-

16 SHEAR PL \$800-



**Santa Cruz High School Commons Modernization**

Job Number: 5314

DATE: 3/14/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 23

**PCO - COST PROPOSAL - PRIME CONTRACTOR**

DESCRIPTION OF CHANGE: New Windows 9 line

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
				0.00						\$ -
										\$ -
<b>SUBTOTALS:</b>				\$ -			\$ -			\$ -

T&Mjose misael israel sergio

MATERIAL	\$0.00
LABOR	\$0.00
EQUIPMENT	\$0.00
<b>SUBTOTAL DIRECT COSTS</b>	\$0.00
FEE ON DIRECT COSTS (15%)	\$0.00
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$0.00</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

**American Glass** **\$21,000.00**

\$21,000.00

5% FEE ON SUBCONTRACTOR DIRECT COSTS \$1,050.00

**SUBCONTRACTOR SUBTOTAL** **\$22,050.00**

**PCO SUBTOTAL** **\$ 22,050.00**

**BOND ( not to exceed 2% of sub total)** **\$ 441.00**

**TOTAL** **\$ 22,491.00**

PREPARED & SUBMITTED BY: Bill Burr

COMPANY: CRW TITLE: Pres

Contractor: \_\_\_\_\_  
Signature Date

City Representative: \_\_\_\_\_  
Signature Date

Architect: \_\_\_\_\_  
Signature Date

This T&M was included in the HVAC framing PCO and approved CO 2

1-4

**Santa Cruz High School Commons Modernization**

Job Number: 5314

DATE: 3/14/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 25

**PCO - COST PROPOSAL - PRIME CONTRACTOR**

DESCRIPTION OF CHANGE: Bld C Soffits at the window bays to acomadate T-Bar ceiling.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
scaffolding								6	300	1800
Materials	6		435	2610						
				0						
Jose Quevedo					80	\$99.01	\$ 7,920.80			\$ -
Anthony Medina					80	\$76.79	\$ 6,143.20			
Luke Martin					80	\$82.99	\$ 6,639.20			
Danny Saldana (Finish & Paint )					60	\$99.01	\$ 5,940.60			\$ -
<b>SUBTOTALS:</b>				<b>\$ 2,610.00</b>			<b>\$ 26,643.80</b>			<b>\$ 1,800.00</b>

MATERIAL	\$2,610.00
LABOR	\$26,643.80
EQUIPMENT	\$1,800.00
<b>SUBTOTAL DIRECT COSTS</b>	<b>\$31,053.80</b>
FEE ON DIRECT COSTS (15%)	\$4,658.07
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$35,711.87</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

**\$0.00**

**\$0.00**

5% FEE ON SUBCONTRACTOR DIRECT COSTS	\$0.00
<b>SUBCONTRACTOR SUBTOTAL</b>	<b>\$0.00</b>

**PCO SUBTOTAL \$ 35,711.87**

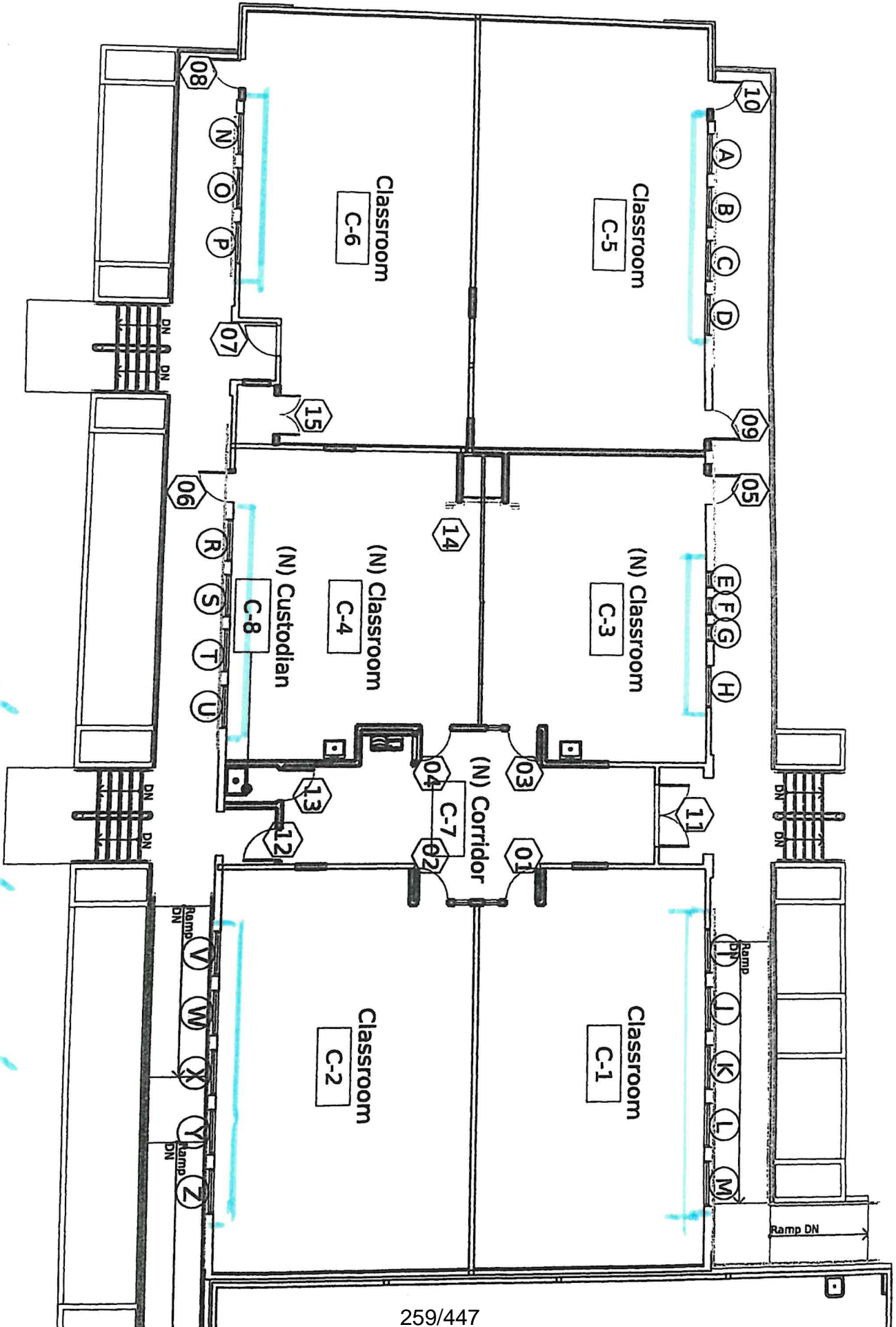
**BOND ( not to exceed 2% of sub total) \$ 714.24**

**TOTAL \$ 36,426.11**

PREPARED & SUBMITTED BY: \_\_\_\_\_ Bill Burr  
 COMPANY: CRW TITLE: Pres  
 CRW \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 SCCS \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Bartos \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

CRW PCO 25 2-4

SOFFIT @ WINDOW BAYS 2' OUT + 2' - 10' FF



CRW PCO 25

3-4

2x4 SOFFIT

SCUR

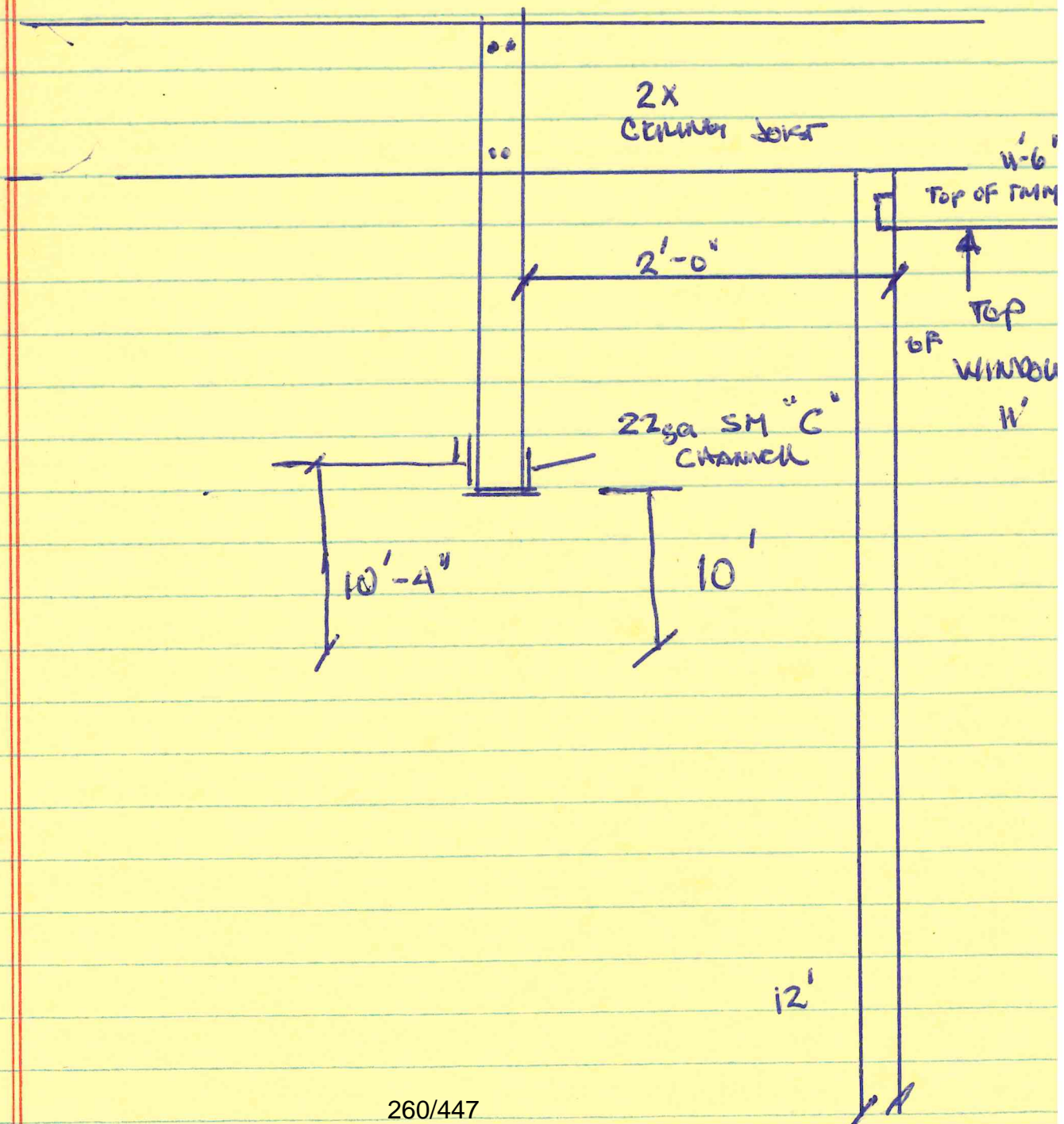
T-BAR SOFFIT

40 x

36

40

XZ



CR.M PCO 25  
4-4

SCHS  
SOFFITS

2x's 232 ± 3' 20 RA 12' 9" \$200

12 RA 20' 12" \$150

12 RA "C" CHANNEL \$135

Dry wall ± 1' \$190

screws \$90

Wood Trim

2x6x20 12

1x4x20 24

\$300  
\$500

PAINT 15 gal \$120<sup>00</sup>

Materials ± \$2,600

AKA SOFFIT BAYS ± \$434 KA

1-8

**Santa Cruz High School Commons Modernization**

Job Number: 5314

DATE: 3/14/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 27

**PCO - COST PROPOSAL - PRIME CONTRACTOR**

DESCRIPTION OF CHANGE: RFI 25 CCD 05 Caf & Kit roof tie at each "E" steel girders 3 locations

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
scaffolding								3	350	1050
Steel Fabrication	3		1250	3750						
Blocking	3		600	1800						
Hardware	3		250	750						
	1			0						
	1			0						
Jose Quevedo					24	\$99.01	\$ 2,376.24			\$ -
Anthony Medina					24	\$76.79	\$ 1,842.96			
Welder for 3 days					3	\$1,500.00	\$ 4,500.00			\$ -
<b>SUBTOTALS:</b>				<b>\$ 6,300.00</b>			<b>\$ 8,719.20</b>			<b>\$ 1,050.00</b>

MATERIAL	\$6,300.00
LABOR	\$8,719.20
EQUIPMENT	\$1,050.00
<b>SUBTOTAL DIRECT COSTS</b>	<b>\$16,069.20</b>
FEE ON DIRECT COSTS (15%)	\$2,410.38
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$18,479.58</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

\$0.00

\$0.00

5% FEE ON SUBCONTRACTOR DIRECT COSTS

\$0.00

SUBCONTRACTOR SUBTOTAL

\$0.00

PCO SUBTOTAL

\$ 18,479.58

BOND ( not to exceed 2% of sub total)

\$ 369.59

**TOTAL**

**\$ 18,849.17**

PREPARED & SUBMITTED BY:

Bill Burr

COMPANY:

CRW

TITLE:

Pres

CRW

Signature

Date

SCCS

Signature

Date

Bartos

Signature

Date



CCD 05

RFI 25

3-8  
CDM P00 27



140

# APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

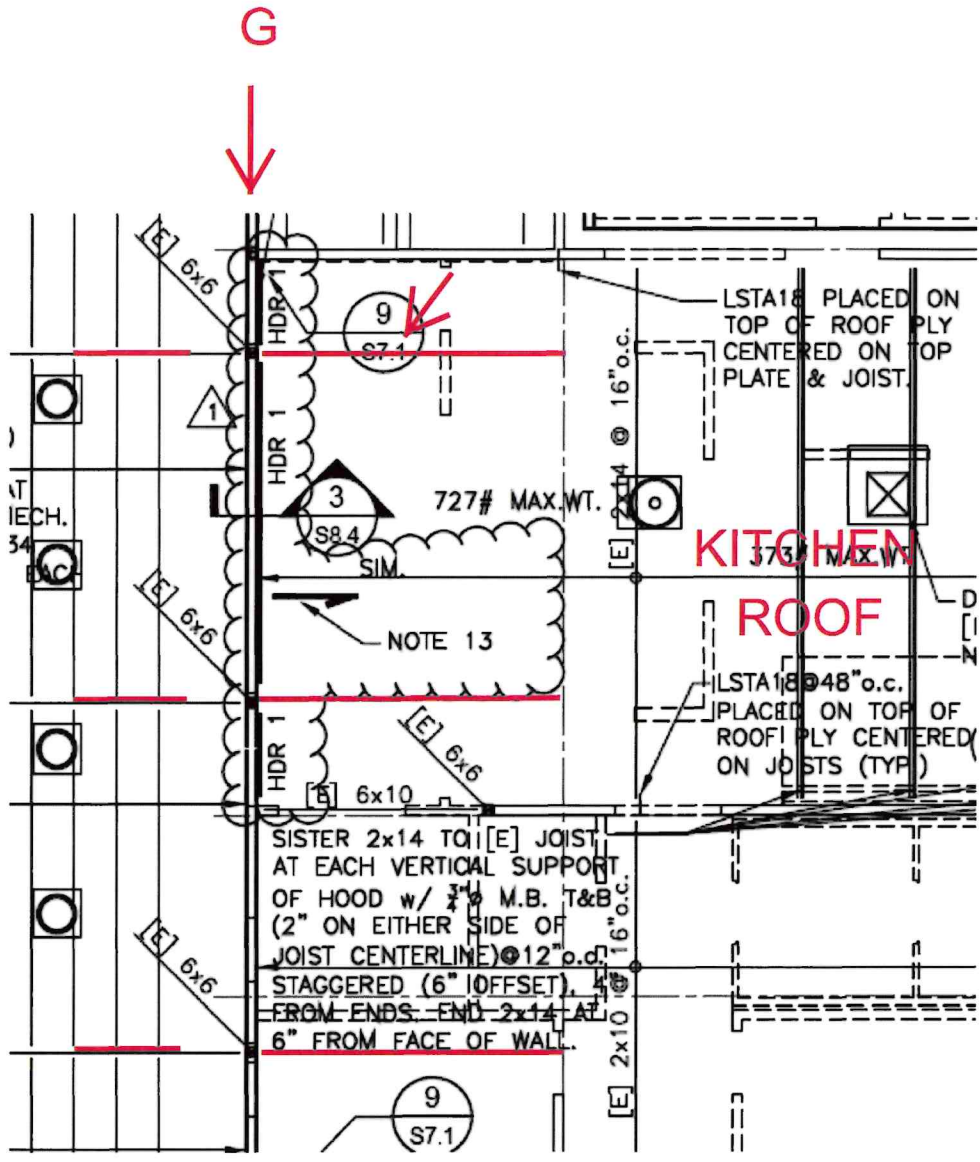
DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input type="checkbox"/>)</b>			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 05 Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: Santa Cruz City Schools		DSA File Number: 44 H2	
Project Name/School: Santa Cruz High School Commons Modernization		DSA Application Number 01 118047	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: 11/18/22	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 1		
Firm Name: Bartos Architecture	Contact Name: Brian Anderson		
Work Email: ba@bartosarchitecture.com	Work Phone: (707) 327-6096		
Firm Address: 300 8th Ave. Suite 202	City: San Mateo	State: CA	Zip Code: 94401
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: Mark Bartos			
Professional License Number: C-24138		Discipline: Architecture	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of the California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature:			
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that all post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Adding hold downs, steel rod and steel bracing along grid line G to better reinforce the connection between the lower roof structure of the kitchen with the taller structure of the cafeteria.			
List of DSA-approved drawings affected by this post-approval document: S2.1, S7.1			

DSA USE ONLY		Returned	DSA STAMP
SSS <b>PO</b> Date <b>11/22/22</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required	Comments:	Date:	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; text-align: center;"> <p>APPROVED DIV. OF THE STATE ARCHITECT APP: 01-118047 INC: REVIEWED FOR SS <input checked="" type="checkbox"/> FLS <input type="checkbox"/> ACS <input type="checkbox"/> DATE: 11/22/2022</p> </div>
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required	Comments:	By:	
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required	Comments:		

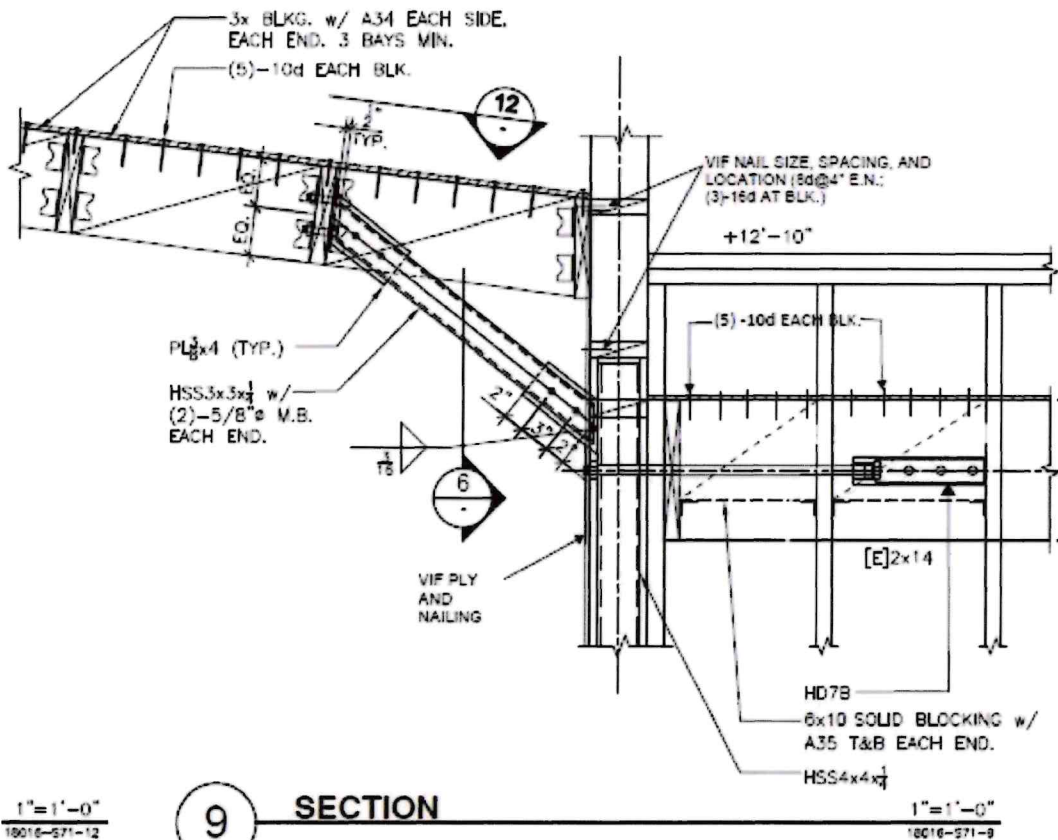


# CCD 05 RFI 25 <sup>4-8</sup> CRWPC027



S2.5

CCD 05 RFI 25 5-8  
 CRW PCO 27



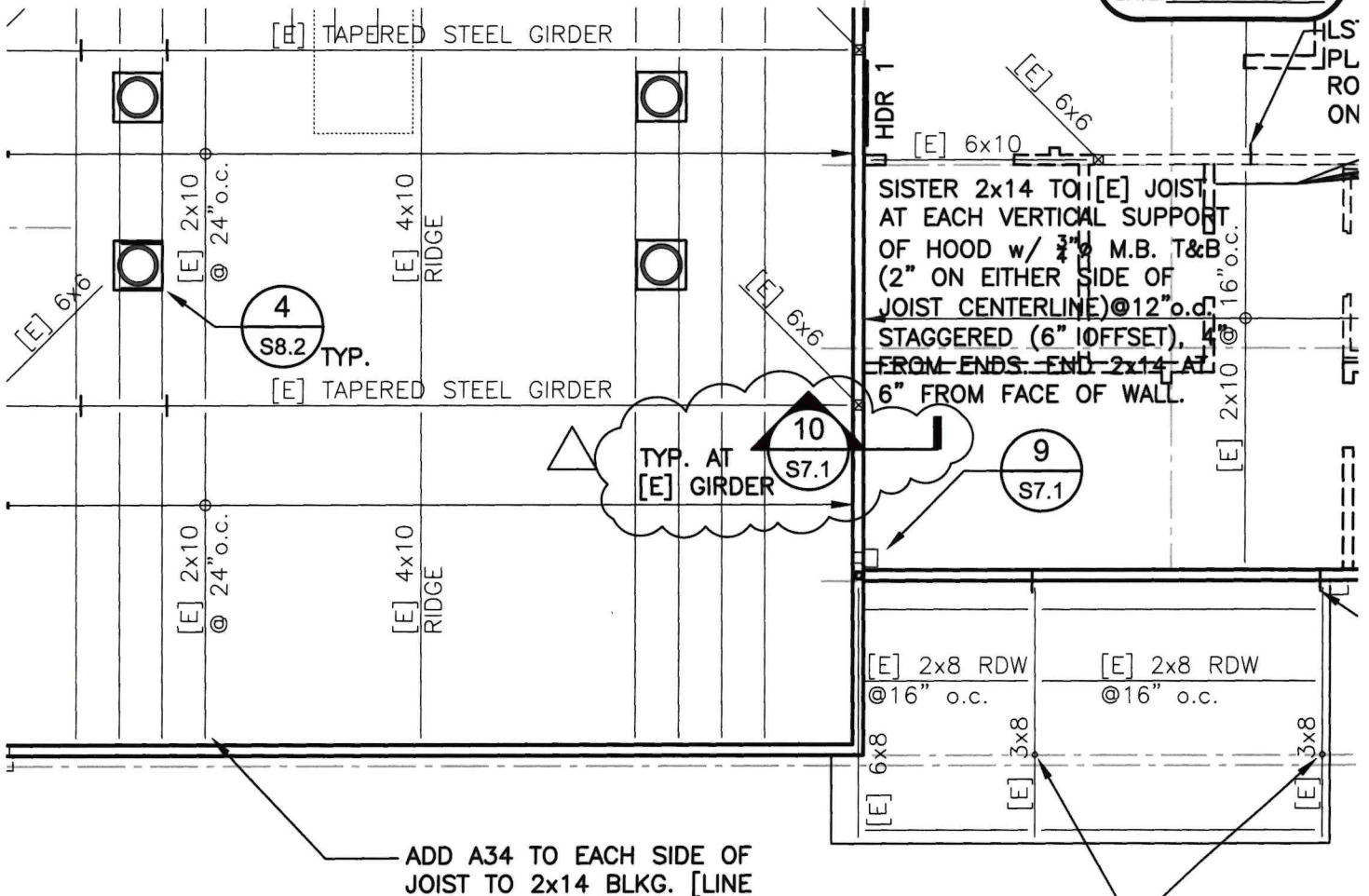
9/S7.1

CCD 05

RFI 25

6-8 CRV1 P0027

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 01-118047 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 11/22/2022



ADD A34 TO EACH SIDE OF JOIST TO 2x14 BLKG. [LINE



**Rinne & Peterson, Inc.**  
STRUCTURAL ENGINEERS

3235 Kifer Road, Suite 200  
Santa Clara, CA 95051  
650.428.2860  
www.rpse.com



**BARTOS**  
ARCHITECTURE

300 8th Avenue  
Suite 202 San Mateo  
California 94401  
www.bartosarchitecture.com

**RFI-25**

SCHS COMMONS MODERNIZATION  
SANTA CRUZ CITY SCHOOLS  
APP #01-118047 FILE #44-H2

DATE 18 NOV 2022  
SCALE AS NOTED

**SSK-09**

SHEET S2.5  
PROJECT NUMBER 17-008

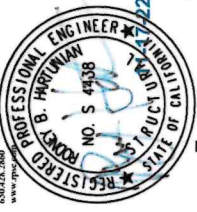
DSA App.# 01-118047  
DSA File # 44-H2

CCD 05 RFI 25

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 01-118047 INC.  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 11/22/2022



Rinne & Peterson, Inc.  
 STRUCTURAL ENGINEERS  
 1233 Kifer Road, Suite 200  
 San Jose, CA 95131  
 408.432.2860  
 408.432.4777



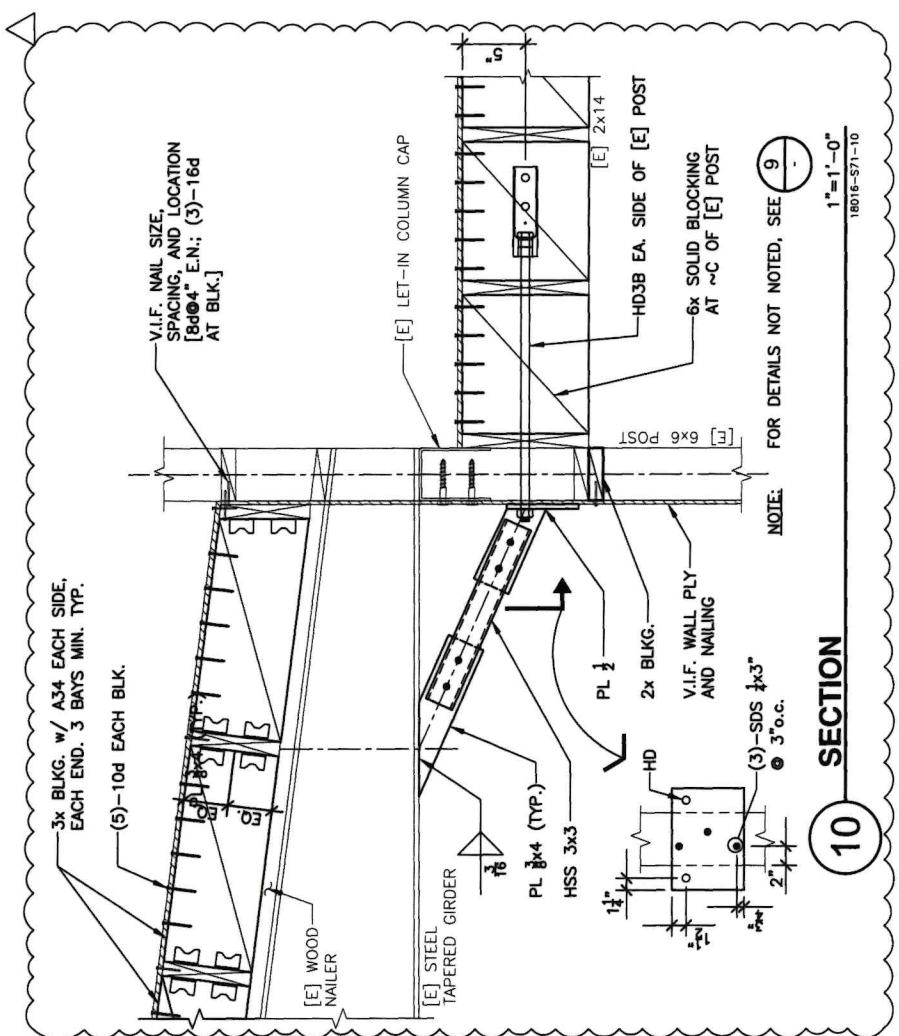
PROJECT: SANTA CRUZ HIGH COMMONS MODERNIZATION  
 OWNER: Santa Cruz City School District  
 APP #01-118047 FILE #44-H2

RFI - 25

DATE 18 NOV 2022  
 DSA App # 01-118047  
 DSA File # 44-H2

SSK-10  
 SHEET 57.1  
 PROJECT NUMBER 17-008.5

7-8 crw 1002



10 SECTION

1"=1'-0"  
 18016-571-10

8-8  
CRW PCO 27

SCIS

Added Structural Columns  
AND CEMENT TIES

3 ea LOCATIONS

8ms WELTING EA

2 PLATES 395 EA FAB

1 3x3 295 EA

---

\$690 EA

HD - ROD ETC  
\$195

BLOCKING 6x 3ea w/CLIPS KITCHEN  
NAILED THROUGH ROOF SHEATHING

BLOCKING 3xs w/CLIPS  
NAILED THROUGH ROOF SHEATHING CAF

9 EA ± 12' BLOCK EA HORIZONTALS

## Santa Cruz High School Commons Modernization

Job Number: 5314

DATE: 3/14/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 29

### PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE: Kitchen and Cafeteria Slab patch back added sq ft due to sanitary sewer revised design

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Skid Steer								1		1020
Plate Compactor								1		390
Epoxy Dowels	80		95	7600						
Rebar	1		350	350						
Concrete	12		145	1740						
Pump	0.5		1500	750						
Finishers	0.5		6500	3250						
Bakari Broadnax					24	\$76.79	\$ 1,842.96			
Anthony Medina					24	\$76.79	\$ 1,842.96			
Luke Martin					24	\$82.99	\$ 1,991.76			\$ -
<b>SUBTOTALS:</b>				<b>\$ 13,690.00</b>			<b>\$ 5,677.68</b>			<b>\$ 390.00</b>

MATERIAL	\$13,690.00
LABOR	\$5,677.68
EQUIPMENT	\$390.00
<b>SUBTOTAL DIRECT COSTS</b>	<b>\$19,757.68</b>
FEE ON DIRECT COSTS (15%)	\$2,963.65
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$22,721.33</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

**\$0.00**

**\$0.00**

5% FEE ON SUBCONTRACTOR DIRECT COSTS

\$0.00

**SUBCONTRACTOR SUBTOTAL**

**\$0.00**

**PCO SUBTOTAL**

**\$ 22,721.33**

**BOND ( not to exceed 2% of sub total)**

**\$ 454.43**

**TOTAL**

**\$ 23,175.76**

PREPARED & SUBMITTED BY:	Bill Burr
COMPANY: CRW	TITLE: Pres
CRW	Signature _____ Date _____
SCCS	Signature _____ Date _____
Bartos	Signature _____ Date _____

SCMS KITCHEN CONTRACT

⊕

8'-7" x 2'	=	8.58 x 2	17.16
9'-5" x 9'	=	9.42 x 9	84.78
3'-2" x 11'-8"		3.17 x 11.67	36.99
5'-10" x 7'-3"		5.83 x 7.25	42.27
7' x 5'		7 x 5	35
5'-7" x 9'		5.58 x 9	50.22
3' x 12'		3 x 12	36
2'-10" x 8'-11"		2.83 x 8.92	25.24
1'-6" x 6'		1.5 x 6	9
9'-8" x 17'-5"		9.67 x 17.42	168.45
9'-3" x 3'-6"		9.25 x 3.5	32.37
8' x 4'		8 x 4	32
3' x 10'		3 x 10	30
			<hr/>
			599.48 ⊕

Actual \$/s 1,234.18 ⊕

NOTE CONTRACT SAWCUT / POP AND TRUNCATION SUB EX WAS COMPLETED BEFORE STARTING ADDITIONAL WORK. CLEAR PLUS MINUS ADD TO WHAT IS NOW ~~BEING~~ REMOVED AND SUB EX FOR REVISED SS DESIGN

Add ⊕ 634.70

# SCAS KITCHEN

## PATCH BACK

9'-10" x 17'-5"	0.83 x 17.42	171.24
14'-6" x 18'-6"	14.5 x 18.5	268.25
15 x 4	15 x 4	60
6 x 5'-7"	6 x 5.58	33.48
2'-3" x 27'-3"	2.25 x 27.25	61.31
4'-3" x 5'-5"	4.25 x 5.42	23.04
1'-2" x 1'-4"	1.17 x 1.33	1.55
3 x 21'-9"	3 x 21.75	65.25
7 x 5'-2"	7 x 5.17	36.19
2'-5" x 8'-10"	2.42 x 8.83	21.19
1'-4" x 11"	1.33 x 11	14.63
2'-5" x 12'-2"	2.42 x 12.17	29.45
2' x 2'-8"	2 x 2.67	5.34
15'-4" x 22'-5"	15.33 x 22.42	343.70
1'-7" x 5'-7"	1.58 x 5.58	8.82
0-10" x 9'-10"	.83 x 9.83	8.16
1'-2" x 2'-6"	1.17 x 2.5	2.93
2'-5" x 7'-9"	2.42 x 7.75	18.76
6'-2" x 5'-4"	6.17 x 5.33	32.89
1'-4" x 8'-6"	1.33 x 8.5	11.30
8' x 1'-8"	8 x 1.67	13.36
1'-3" x 2'-8"	1.25 x 2.67	3.34

1,234.18  
ACTUAL





**Open 6 Days A Week!**

**No Sales Tax on Equipment Rentals!**

**We also deliver 6 days a week!**

RENTALS

NEW SALES

USED EQUIPMENT

SUPPLIES

CONTACT

DRIVERS

AUTOMOTIVE TOOL  
BARBEQUE - TABLE  
& CHAIR

3

48" TRACK SKID STEER  
LOADER TRACTOR

1 X day (s)

Rental

\$1,020.00

COMPACTION  
EQUIPMENT -  
ASPHALT ROLLER &  
TOOLS

3

SMALL VIBRATORY PLATE  
COMPACTOR

1 X day (s)

Rental

\$390.00

CONCRETE MIXERS  
& TOOLS

**Estimated Total Price:**

**\$1,410.00**

CUTTERS -  
FLOORING - STEEL -  
HAND & ELECTRIC

Change Quote

DOLLIES - HAND  
TRUCK & MATERIAL  
HANDLING

DRILLS & BITS

ELECTRIC  
DEMOLITION  
HAMMER & TOOL

FORKLIFT &  
ATTACHMENT

GENERATOR -  
LIGHTING &  
ELECTRICAL  
ACCESSORY

GRINDERS  
CONCRETE FLOOR -  
HAND HELD &  
METAL

HARDWOOD  
FLOORING NAILERS  
& STAPLERS

## CUSTOMER INFORMATION

First Name:\*

Last Name:\*

E-mail Address:\*

Re-enter E-mail

Address:\*

Company/Organization

Name:

Street Address:

**Santa Cruz High School Commons Modernization**

Job Number: 5314

DATE: 3/15/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 30

**PCO - COST PROPOSAL - PRIME CONTRACTOR**

DESCRIPTION OF CHANGE: R&R Additional Hard wood flooring to be replaced Bld C

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Removal and Prep	0		0.00	0.00	1409	\$4.00	\$ 5,636.00			\$ -
Maple Hardwood Flooring	1409		7.50	10,567.50	1409	\$10.00	\$ 14,090.00			\$ -
<b>SUBTOTALS:</b>				<b>\$ 10,567.50</b>			<b>\$ 19,726.00</b>			<b>\$ -</b>

MATERIAL	\$10,567.50
LABOR	\$19,726.00
EQUIPMENT	\$0.00
SUBTOTAL DIRECT COSTS	\$30,293.50
FEE ON DIRECT COSTS (15%)	\$4,544.03
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$34,837.53</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

**\$0.00**

**\$0.00**

5% FEE ON SUBCONTRACTOR DIRECT COSTS	\$0.00
<b>SUBCONTRACTOR SUBTOTAL</b>	<b>\$0.00</b>

**PCO SUBTOTAL \$ 34,837.53**

**BOND ( not to exceed 2% of sub total) \$ 696.75**

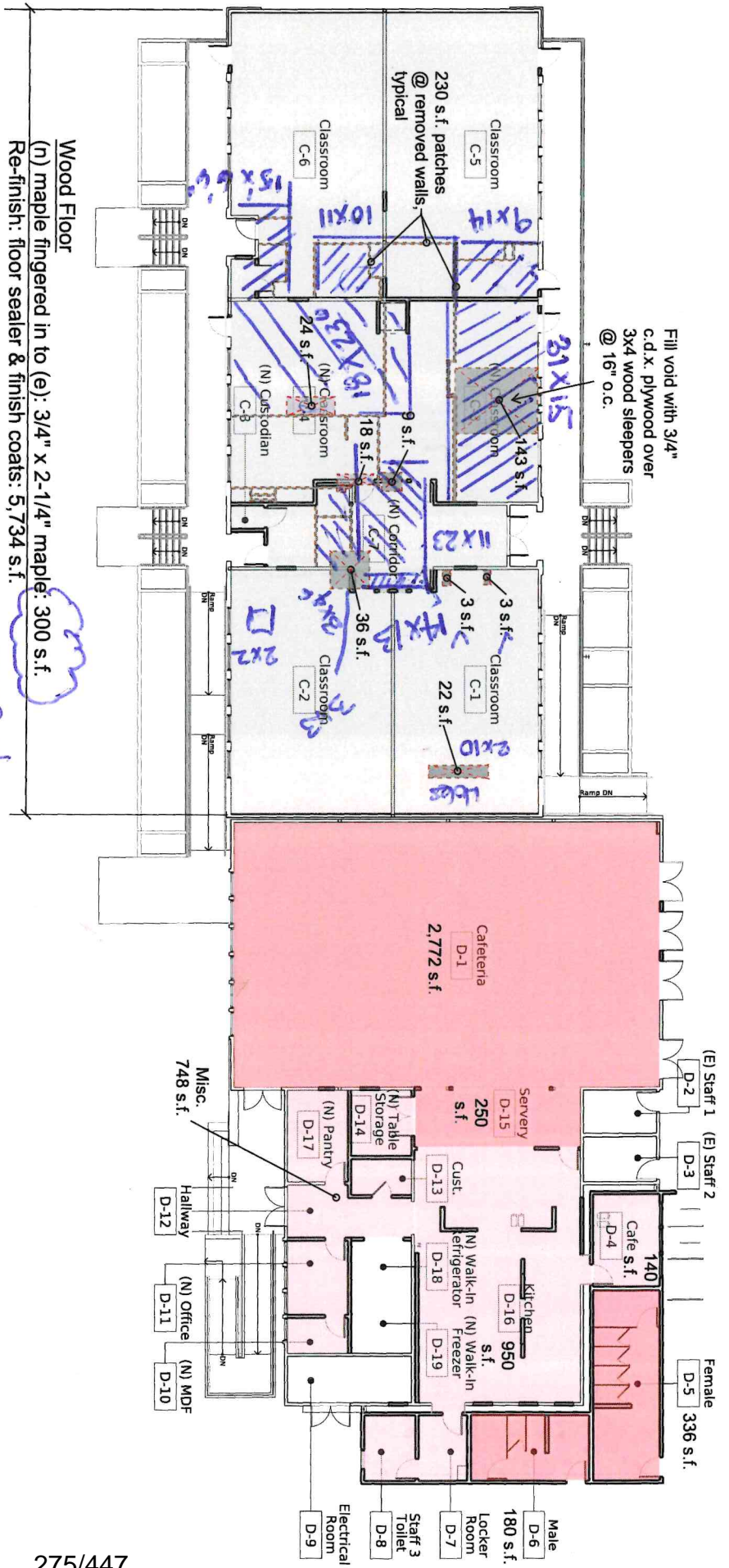
**TOTAL \$ 35,534.28** Add a No cost change for 183 days to May 2024

PREPARED & SUBMITTED BY: \_\_\_\_\_ Bill Burr  
 COMPANY: \_\_\_\_\_ CRW TITLE: \_\_\_\_\_ Pres

Contractor: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

City Representative: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Architect: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



**TekFlor**  
 Cafeteria: 2,772 s.f.  
 Servery: 250 s.f.  
 Female: 336 s.f.  
 Male: 180 s.f.  
 Total: 3,538 s.f.

**Epoxy:**  
 Cafe: 140 s.f.  
 Kitchen: 950 s.f.  
 Misc: 748 s.f.  
 Total: 1,838 s.f.

**Wood Floor - Refinish:**  
 Floor sealer & finish coats:  
 Building C  
 Total: 5,734 s.f.

**(n) Maple flooring fingered into (e) flooring:**  
 Total: 300 s.f.,  
 Included in floor refinshed

*Handwritten notes:*  
 300 s.f. (circled)  
 1709 #  
 add replacement 1409 #



**TITLE:** Updated Flooring Clarification  
**PROJECT:** Santa Cruz High School - Commons Modernization  
**OWNER:** Santa Cruz City School District

**DSA File:** 44-H2  
**DSA Appl.:** 01-118047

**DATE:** January 7, 2021  
**SCALE:** Not to Scale  
**REFER SHT:** A1.6

**SHEET:** AD04-01  
**PROJECT NUMBER:** 17-008.05

SCHE BLDG WOOD FLOOR REPAIR

15' x 6'-6"	<del>15x6.5</del>	97.5
10' x 11'	<del>10x11</del>	110
9' x 14'	9x14	126
18' x 23'-6"	18x23:	423
31' x 15'		465
11' x 23'		253
14' x 13'		182
3 x 4'-6"		13.5
3 x 3		9
1 x 3		3
1 x 3		3
2 x 10		20
2 x 2		4

1709  
(300)

Added \$ 1409

**Santa Cruz High School Commons Modernization**

DATE: 4/5/2023

Job Number: 5314

CONTRACTOR: **CRW Industries Inc**

PCO #: 32

**PCO - COST PROPOSAL - PRIME CONTRACTOR**

DESCRIPTION OF CHANGE: Install t-bar ceiling in lieu of glue up tile ceiling.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
							\$ -			\$ -
<b>SUBTOTALS:</b>				\$ -			\$ -			\$ -

MATERIAL	\$0.00
LABOR	\$0.00
EQUIPMENT	\$0.00
SUBTOTAL DIRECT COSTS	\$0.00
FEE ON DIRECT COSTS (15%)	\$0.00
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$0.00</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

Ceiling Experts, Inc. (deduct glue up	-\$25,179.33
Ceiling Experts, Inc. (add tbar)	\$46,867.06
Subtotal	\$21,687.73

5% FEE ON SUBCONTRACTOR DIRECT COSTS	\$1,084.39
<b>SUBCONTRACTOR SUBTOTAL</b>	<b>\$22,772.12</b>

**PCO SUBTOTAL** \$ 22,772.12

**BOND ( not to exceed 2% of sub total)** \$ 455.44

**TOTAL** **\$ 23,227.56**

PREPARED & SUBMITTED BY: Bill Burr  
 COMPANY: CRW TITLE: Pres

Contractor: \_\_\_\_\_  
 Signature Date

City Representative: \_\_\_\_\_  
 Signature Date

Architect: \_\_\_\_\_  
 Signature Date

**CEILING EXPERTS**

**SUBCONTRACT CHANGE ORDER**

Ceiling Experts, Inc  
 1340 Main Ave  
 Sacramento, CA 95838

Phone: 916-955-9745  
 Fax: 916-987-5741

**Date:** 3/30/2023  
**Project Number:** Takeoff #13555  
**Project Name:** Santa Cruz High School  
**Project Address:** 415 Walnut Avenue  
**City & State:** Santa Cruz, CA 95060

**COR #:** 1  
**General Contractor:** CRW Industries

**Change Order For:** Deduct 1x1 Glue Up tile (5,140 SF)

Equipment	Quantity	Unit of Measure	Unit Cost	Equipment Costs
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>				\$ -

Materials	Quantity	Unit of Measure	Unit Cost	Material Costs
741 Glue up Tile	5140	SF	\$ 2.17	\$ 11,153.80
28 Buckets Adhesive	28	Bucket	\$ 62.00	\$ 1,736.00
Fibersplines	3	Box	\$ 86.00	\$ 258.00
#7842 Wall angle	2	Box	\$ 440.00	\$ 880.00
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>				\$ 14,027.80

Labor	Quantity	Unit of Measure	Unit Cost	Labor Costs
2 Man x 40 Hours Each	80		\$ 95.00	\$ 7,600.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>				\$ 7,600.00

<b>Total Columns:</b>			\$ -	\$ 14,027.80	\$ 7,600.00
<b>Taxes: 9.00%</b>			\$ -	\$ 1,262.50	
<b>Total Costs:</b>			\$ -	\$ 15,290.30	\$ 7,600.00

<b>Total Cost:</b>	\$ 22,890.30
<b>Mark-Up 10%</b>	\$ 2,289.03
<b>TOTAL:</b>	\$ 25,179.33

The above change order has been approved and accepted:

**Ceiling Experts, Inc**

By: Eric Chayka

Title: Project Manager

Date: 03/30/23

**CRW Industries**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CEILING EXPERTS**

**SUBCONTRACT CHANGE ORDER**

Ceiling Experts, Inc  
 1340 Main Ave  
 Sacramento, CA 95838

Phone : 916-955-9745  
 Fax : 916-987-5741

**Date:** 3/30/2023  
**Project Number:** Takeoff # 13555  
**Project Name:** Santa Cruz High School  
**Project Address:** 415 Walnut Avenue  
**City & State:** Santa Cruz, CA 95060

**COR #:** 2  
**General Contractor:** CRW Industries

**Change Order For:** Add 2x4 Grid and Tile #1714 (5,140 SF)

Equipment	Quantity	Unit of Measure	Unit Cost	Equipment Costs
				\$ -
				\$ -
				\$ -
				\$ -
<i>Subtotal</i>				\$ -

Materials	Quantity	Unit of Measure	Unit Cost	Material Costs
7 Boxes Main	7		\$ 372.00	\$ 2,604.00
12 Boxes 4' T's	12		\$ 324.00	\$ 3,888.00
2 Boxes 2' T	2		\$ 243.00	\$ 486.00
3 Boxes Wall Angle	3		\$ 342.00	\$ 1,026.00
8 Bundle Wires	8		\$ 175.00	\$ 1,400.00
6 Bundle Studs	6		\$ 125.00	\$ 750.00
2 Buckets Berkclips	2		\$ 375.00	\$ 750.00
2 Buckets Screws,Misc	2		\$ 150.00	\$ 300.00
85 Boxes Tile	85		\$ 155.00	\$ 13,175.00
<i>Subtotal</i>				\$ 24,379.00

Labor	Quantity	Unit of Measure	Unit Cost	Labor Costs
Grid 2 Man x 40 Hours Each	80		\$ 95.00	\$ 7,600.00
				\$ -
				\$ -
Tile 2 Man x 24 Hours Each	48		\$ 95.00	\$ 4,560.00
				\$ -
				\$ -
<i>Subtotal</i>				\$ 12,160.00

<b>Total Columns:</b>			\$ -	\$ 24,379.00	\$ 12,160.00
<b>Taxes: 9.00%</b>			\$ -	\$ 2,194.11	
<b>Total Costs:</b>			\$ -	\$ 26,573.11	\$ 12,160.00

<b>Total Cost:</b>	\$ 38,733.11
<b>Overhead:</b>	\$ 3,873.31
<b>Mark-Up 10%</b>	\$ 4,260.64
<b>TOTAL:</b>	\$ 46,867.06

The above change order has been approved and accepted:

**Ceiling Experts, Inc**  
 By: Eric Chayka  
 Title: Project Manager  
 Date: 03/30/23

**CRW Industries**  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Santa Cruz High School Commons Modernization

DATE: 6/23/2023

Job Number: 5314

CONTRACTOR: CRW Industries Inc

PCO #: 33

### PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE: Blocking at joist bays per RFI 59.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
2x10, A34 clips, nails	1		680.62	680.62	80	\$101.00	\$ 8,080.00			\$ -
<b>SUBTOTALS:</b>				\$ 680.62				\$ 8,080.00		

MATERIAL	\$680.62
LABOR	\$8,080.00
EQUIPMENT	\$0.00
<b>SUBTOTAL DIRECT COSTS</b>	<b>\$8,760.62</b>
FEE ON DIRECT COSTS (15%)	\$1,314.09
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$10,074.71</b>

#### Sub Contractor Costs from Attached Cost Proposal(s)

	\$0.00
5% FEE ON SUBCONTRACTOR DIRECT COSTS	\$0.00
<b>SUBCONTRACTOR SUBTOTAL</b>	<b>\$0.00</b>

**PCO SUBTOTAL** \$ 10,074.71

**BOND ( not to exceed 2% of sub total)** \$ 201.49

**TOTAL** **\$ 10,276.21**

PREPARED & SUBMITTED BY: Bill Burr  
 COMPANY: CRW TITLE: Pres



2 in. x 10 in. x 16 ft. #2 and Better Prime Douglas Fir Board

★★★★☆ (30) Questions & Answers (8)



Hover Image to Zoom



**\$21.76** Buy 40 or more \$19.58

- Smooth finish ready to accept paint or stain of your choice
- Easy to cut using common woodworking tools
- Suitable for both interior and exterior uses
- [View More Details](#)

Fremont Store

✓ 65 in stock Aisle 25, Bay 001

Nominal Product Length (ft): 16 ft

8 ft 10 ft 12 ft 14 ft 16 ft

Pickup at Fremont Delivering to 94538

Pickup

Today

65 in stock

FREE

Delivery

Tomorrow

128 available

Get it as soon as tomorrow. Schedule your delivery in checkout.

$$1.36/lf \times 150lf = \$204.00$$

$$9\% \text{ tax} = \$18.36$$

$$\text{Total} = \$222.36$$



Simpson Strong-Tie A34 Framing Clips

Part Number - A34

UPC: 044315045004

Availability: Stock -

Usually Ships: Same or Next Business Day

There are no reviews yet. | [Write a review](#)

**\$0.57**

Purchasing Options:

...Each

[Estimate Shipping](#)

Quantity:  [Add to Cart](#) [Move to List](#)



$$.57 \times 424 = \$241.68$$

$$9\% \text{ tax} = \$21.75$$

$$\text{Total} = \$263.43$$



Simpson Strong-Tie 10d5HDG-R 3" x .148" 10D HDG Nails 5# Pack (250 Pieces)

Part Number - 10D5HDG-R

UPC: 707392478737

Availability: Ships Direct -

Usually Ships: 1-5 Business Days

There are no reviews yet. | [Write a review](#)

**\$19.86**

Purchasing Options:

...5# Box of 250 Pieces

[Estimate Shipping](#)

Quantity:  [Add to Cart](#) [Move to List](#)



$$\$19.86 \times 9 = \$178.74$$

$$9\% \text{ tax} = \$16.09$$

$$\text{Total} = \$194.83$$

## Santa Cruz High School Commons Modernization

DATE: 9/11/2023

Job Number: 5314

CONTRACTOR: CRW Industries Inc

PCO #: 34

### PCO - COST PROPOSAL - PRIME CONTRACTOR

**DESCRIPTION OF CHANGE:** Install threaded rods at Building C Entry Alcove per RFI 61 (also reference RFI 49).

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
#7 rebar, HDU8, Set3G	1		209.59	209.59	8	\$99.46	\$ 795.68			\$ -
<b>SUBTOTALS:</b>				\$ 209.59				\$ 795.68		

MATERIAL	\$209.59
LABOR	\$795.68
EQUIPMENT	\$0.00
<b>SUBTOTAL DIRECT COSTS</b>	<b>\$1,005.27</b>
FEE ON DIRECT COSTS (15%)	\$150.79
<b>PRIME CONTRACTOR SUBTOTAL</b>	<b>\$1,156.06</b>

**Sub Contractor Costs from Attached Cost Proposal(s)**

5% FEE ON SUBCONTRACTOR DIRECT COSTS	\$0.00
<b>SUBCONTRACTOR SUBTOTAL</b>	<b>\$0.00</b>
<b>PCO SUBTOTAL</b>	<b>\$ 1,156.06</b>
<b>BOND ( not to exceed 2% of sub total)</b>	<b>\$ 23.12</b>
<b>TOTAL</b>	<b>\$ 1,179.18</b>

PREPARED & SUBMITTED BY: Bill Burr  
 COMPANY: CRW TITLE: Pres

**Wage Rates Breakdown**

<b>Carpentry</b>	<b>Base Rate</b>	<b>Vacation/Holiday</b>	<b>Health/Welfare</b>	<b>Pension</b>	<b>Other</b>	<b>Total Hourly</b>
Foreman	53.87	3.18	12.49	11.25	6.99	87.78
Journeyman	48.97	3.18	12.49	11.25	6.99	82.88
Apprentice 1	29.38				6.99	36.37
Apprentice 2	35.65	3.18	12.49		6.99	58.31
Apprentice 3	34.28	3.18	12.49		6.99	56.94
Apprentice 4	36.73	3.18	12.49		6.99	59.39
Apprentice 5	39.18	3.18	12.49	11.25	6.99	73.09

<b>Payroll Taxes</b>		
		54.51
Federal UI	6.20%	3.38
State UI	1.20%	0.65
Medicare	1.45%	0.79
Social Security	6.20%	3.38
Work Comp	5.21%	2.84
		<b>11.04</b>

<b>Base Rate</b>	<b>Fringes</b>	<b>PR Taxes on Base Rate</b>	<b>Total/Hr</b>
54.51	33.91	11.04	99.46

<b>Materials</b>	
86.05	Simpson Set3G
55.54	HDU8
8.00	Nuts
60.00	#7 Rebar
209.59	

## Santa Cruz High School Commons Modernization

DATE: 9/22/2023

Job Number: 5314

CONTRACTOR: CRW Industries Inc

PCO #:

38

### PCO - COST PROPOSAL - PRIME CONTRACTOR

**DESCRIPTION OF CHANGE:**

Revised framing for hot food display.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			EQUIPMENT (attach invoice)		
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Demolition					1	\$99.46	\$ 99.46			
Reframe Corner Plate					2	\$99.46	\$ 198.92			
Frame 2x4 Wall	16		3.97	63.45	3	\$99.46	\$ 298.38			
Reframe Corner					1	\$99.46	\$ 99.46			
2x4 Wall	1		9.82	9.82	2	\$99.46	\$ 198.92			
Titans	4		3.42	13.68	1	\$99.46	\$ 99.46			\$ -
<b>SUBTOTALS:</b>				\$ 86.95			\$ 994.60			\$ -

MATERIAL \$86.95  
 LABOR \$994.60  
 EQUIPMENT \$0.00

SUBTOTAL DIRECT COSTS \$1,081.55

FEE ON DIRECT COSTS (15%) \$162.23

**PRIME CONTRACTOR SUBTOTAL** **\$1,243.78**

**Sub Contractor Costs from Attached Cost Proposal(s)**

**\$0.00**

5% FEE ON SUBCONTRACTOR DIRECT COSTS \$0.00

**SUBCONTRACTOR SUBTOTAL** **\$0.00**

**PCO SUBTOTAL** **\$1,243.78**

**BOND ( not to exceed 2% of sub total)** **\$ 24.88**

**TOTAL** **\$ 1,268.66**

PREPARED & SUBMITTED BY: Bill Burr

COMPANY: CRW TITLE: Pres

**Wage Rates Breakdown**

<b>Carpentry</b>	<b>Base Rate</b>	<b>Vacation/Holiday</b>	<b>Health/Welfare</b>	<b>Pension</b>	<b>Other</b>	<b>Total Hourly</b>
Foreman	53.87	3.18	12.49	11.25	6.99	87.78
Journeyman	54.51	3.18	12.49	11.25	6.99	88.42
Apprentice 1	29.38				6.99	36.37
Apprentice 2	35.65	3.18	12.49		6.99	58.31
Apprentice 3	34.28	3.18	12.49		6.99	56.94
Apprentice 4	36.73	3.18	12.49		6.99	59.39
Apprentice 5	39.18	3.18	12.49	11.25	6.99	73.09

<b>Payroll Taxes</b>		
		54.51
Federal UI	6.20%	3.38
State UI	1.20%	0.65
Medicare	1.45%	0.79
Social Security	6.20%	3.38
Work Comp	5.21%	2.84
		<b>11.04</b>

<b>Base Rate</b>	<b>Fringes</b>	<b>PR Taxes on Base Rate</b>	<b>Total/Hr</b>
54.51	33.91	11.04	99.46

<b>Description</b>	<b>Cost per unit</b>	<b>Units</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
2x4 douglas fir	3.63	16	58.08	5.37	63.45
2x4 PT douglas fir	8.99	1	8.99	0.83	9.82
1/2"x5" titans	3.13	4	12.52	1.16	13.68
					<b>86.95</b>



You're shopping  
San Rafael  
OPEN until 10 pm

Delivering to  
94901

Search



Cart | 0 items

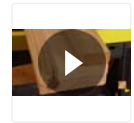
Home / Lumber & Composites / Dimensional Lumber / Framing Lumber

Internet # 202094172 Model # 441317 Store SKU # 441317

## 2 in. x 4 in. x 8 ft. Premium Standard and Better Douglas Fir Lumber



★★★★★ (482) Questions & Answers (29)



Hover Image to Zoom

Share Print

Live Chat  
Feedback

**BULK PRICE ELIGIBLE** \$3<sup>63</sup> Buy 100 or more \$3.27

### San Rafael Store

✓ 2533 in stock Aisle 22, Bay 001

Nominal Product Length (ft.): 8 ft

8 ft

14 ft

20 ft

Pickup at San Rafael

Delivering to 94901

#### Pickup

Today  
2,533 in stock

FREE

#### Delivery

Tomorrow  
3,370 available

286/447



Search



## 2X4 8' Douglas Fir 2 and Better CA-C Pressure Treated

Item 248PT



Actual Lumber Dimensions: 1.5in x 3.5in x 96in

**\$8.99**



### Stocked at Select Stores

Stocked at select stores. Call your local store to verify availability.

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You're shopping  
San Rafael  
OPEN until 10 pm

Delivering to  
94901

Search



Cart | 0 items

Home / Hardware / Fasteners / Anchors / Masonry Anchors

Internet # 300690848 Model # THD50500HF1 Store SKU # 1002236853

Customers Also Viewed



**Simpson Strong-Tie**  
Titen HD 5/8 in. x 6-1/2 in.  
Mechanically Galvanized  
Heavy-Duty Screw Anchor

★★★★★ (7)

\$5<sup>20</sup> /package



**Simpson Strong-Tie**  
Titen HD 1/2 in. x 6 in. Zinc-  
Plated Heavy-Duty Screw  
Anchor

★★★★★ (29)

\$4<sup>62</sup> /package



**Simpson Strong-Tie**  
Titen HD 1/2 in. x 6 in.  
Mechanically Galvanized  
Heavy-Duty Screw Anchor

★★★★★ (22)

\$3<sup>98</sup>



**Simpson Stror**  
Titen HD 1/2 in. x 5 in.  
Zinc-Plated Heavy-Duty  
Screw Anchor (20-Pack)

★★★★★ (1)

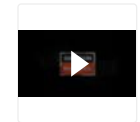
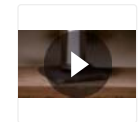
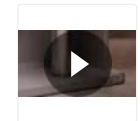
\$59<sup>86</sup> /package

Live Chat  
Feedback

Simpson Strong-Tie (Brand Rating: 4.6/5) ⓘ

Titen HD 1/2 in. x 5 in. Zinc-Plated Heavy-Duty Screw Anchor

★★★★★ (10) Questions & Answers (5)



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## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Dilbeck & Sons: Contract: Soquel High School Building 300 Gutter Replacement

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Ratify Dilbeck & Sons contract for Soquel High School building 300 gutter replacement.

**BACKGROUND:**

This proposal consists of the removal and replacement of gutters on the 300 building at Soquel High School. This contract is coming to the Board for ratification as the contractor had availability to replace the gutters immediately, otherwise, the work would have to wait until after the wet season. The District has been seeking a contractor to do this work for an extended period of time.

**FISCAL IMPACT:**

\$59,927.00 Measure A Funds (Restricted), representing 0.16% of the overall site budget  
\$36,302,533.05 is the total Bond Allocation to Soquel High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

---

This Agreement effective \_October 23, 2023, is by and between the Santa Cruz City Schools, Santa Cruz County, hereinafter called the “Owner,” and Dilbeck and Sons, Inc. hereinafter called the “Contractor,” with each a “Party,” and together the “Parties.” to this Agreement.

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

**Gutter replacement at East Corridor of the 300 Build at Soquel High,**

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

**Santa Cruz City Schools,**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work “only” listed in the Proposal Form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE II. NOT USED**

**ARTICLE III. NOT USED**

**ARTICLE IV. PAYMENT, AND RETENTION.** The Owner agrees to pay the Contractor in current funds fifty-nine thousand nine hundred and twenty-seven dollars (\$59,927.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment.

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner’s

governing body.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

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

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

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

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter

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

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

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

**ARTICLE X. OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of District Construction Manager Process requirements without delay or added costs to the Work or Project.

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California

and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

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

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

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

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

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

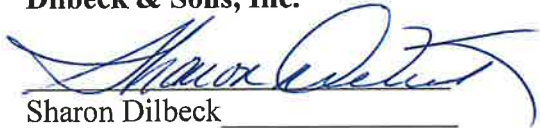
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Board.

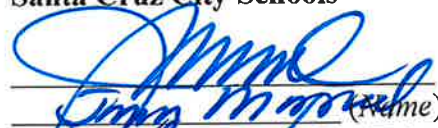
**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

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

**Dilbeck & Sons, Inc.**

  
\_\_\_\_\_  
Sharon Dilbeck  
President - Secretary  
26 Quail Run Circle  
Salinas, CA 93907

**Santa Cruz City Schools**

  
\_\_\_\_\_  
Jim M... (Name)  
\_\_\_\_\_  
... (Title)

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

430708  
CONTRACTOR'S LICENSE NO.

11/30/24  
LICENSE EXPIRATION DATE

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



P.O. Box 6088  
26 Quail Run Circle

License No. 430708  
Salinas, CA 93912

Telephone (831) 422-8213  
Fax (831) 422-1882

PROPOSAL SUBMITTED TO <b>SANTA CRUZ CITY SCHOOL</b>		PHONE <b>831-429-3883</b>	EMAIL <b>PLIPSCOMB@SCCS.NET</b>	DATE <b>9/14/2023</b>
STREET <b>1331 MISSION STREET, STE 100</b>		JOB NAME <b>SOQUEL HIGH GUTTER REPAIR</b>		
CITY, STATE AND ZIP CODE <b>SANTA CRUZ CA 95060</b>		JOB LOCATION <b>EAST CORRIDOR</b>		
ARCHITECT <b>N/A</b>	WORK ORDER #	ATTN <b>PAUL</b>	JOB PHONE	

We hereby submit specifications and estimates for:

- 1. TEAR OFF EXISTING BOX GUTTERS AT SLOPED TO SLOPED AND FLAT ROOF SECTIONS AND DISCARD (SALVAGE FOR RE-USE EXISTING STEEL GUTTER BOX BRACKETS, AND DOWNS PIPES).**
- 2. SUPPLY AND INSTALL NEW CUSTOM SIZE PRE-PAINTED STEEL BOX GUTTERS AT EXISTING LOCATIONS. SECURED WITH STEEL HIDDEN HANGERS, AND SEAL ALL GUTTER JOINTS WITH THE POLYURETHANE SEALER. (NEW BOX GUTTERS WILL BE INSTALLED IN 20' SECTIONS AND TO MATCH EXISTING COLOR AND DIMENSIONS AS CLOSELY AS POSSIBLE).**
- 3. CLEAN UP ROOF AND GUTTERS AND REMOVE ALL UNUSED ITEMS FROM SITE.**

**EXCLUDES: PERMITS, PAINTING, OTHER ROOFING REPAIRS, ELECTRICAL, PLUMBING, OVERTIME OR WEEKEND WORK.**

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826"

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

**FIFTY-NINE THOUSAND NINE HUNDRED TWENTY-SEVEN DOLLARS (\$59,927)**

**BASE BID ONLY**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our works are fully covered by Workmen's Compensation Insurance.

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 10/23/2023

Authorized

Signature: Lupe Santos

Note: This proposal may be withdrawn by us if not accepted within 30 days

Signature

Signature

*[Handwritten signatures and notes in blue ink]*  
10/24/23

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** First Serve Productions Inc.: Contract: Santa Cruz High School Tennis Court Rehab

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve First Serve Productions Inc. contract for Santa Cruz High School tennis court rehab.

**BACKGROUND:**

The project consists of the repair and resurfacing of four tennis courts including the replacement of net posts and footings at Santa Cruz High School. These courts were not resurfaced when Harbor and Soquel High Schools' were so that temporary housing for modernization projects would not destroy new surfacing. The current level of deterioration requires addressing; this work will extend the life of the exposed courts until temporary housing is removed and a complete resurfacing can be done.

A request for bids was sent out to contractors, noticed to the builder's plan room and advertised in the local newspapers. Two bids were received. First Serve Productions, Inc. was the successful low bidder.

**Bid Summary**

<b>CONTRACTOR</b>	<b>CITY</b>	<b>BASE BID</b>
Vintage Contractors, Inc.	San Francisco	\$110,000.00
First Serve Productions, Inc.	Discovery Bay	\$93,000.00
<b>LOW BID</b>	First Serve Productions, Inc.	<b>\$93,000.00</b>

Staff recommends that the bid be awarded to First Serve Productions, Inc., the lowest responsive and responsible bidder.

**FISCAL IMPACT:**

\$93,000.00, Measure A Funds (Restricted), representing 0.27% of the overall site budget \$33,427,723.88 is the total Bond Allocation to Santa Cruz High School

This work is in direct support of the following District goals and their corresponding metrics:



- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective November 9, 2023, is by and between the Santa Cruz City Schools, in Santa Cruz County, California, hereinafter called the “Owner,” and First Serve Productions, Inc. 1550 Ridgemoor Drive Meadow Vista, CA 95722 hereinafter called the “Contractor.”

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the **Santa Cruz High Tennis Court Rehab,**

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

**Santa Cruz City Schools, 536 Palm Street, Santa Cruz CA 95060,**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

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

### **ARTICLE III. TIME TO COMPLET.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be forty-five (45) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization).

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds Ninety-Three Thousand Dollars (\$93,000.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

This Project requires a retention amount of 5%. (Public Contract Code section 7201.)

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

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

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

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

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apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.**

Not Used.

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

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

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First Serve Productions, Inc. (CONTRACTOR)      **SANTA CRUZ CITY SCHOOLS**

David Klembith      \_\_\_\_\_  
Dave Klembith (Name)      \_\_\_\_\_ (Name)  
\_\_\_\_\_  
(Chairman, Pres., or Vice-Pres.)      \_\_\_\_\_ (Title)

Chanel Johnson      \_\_\_\_\_  
Chanel Johnson (Name)      \_\_\_\_\_  
\_\_\_\_\_  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

773811  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

05/31/2024  
LICENSE EXPIRATION DATE

1000003156  
DIR NO.

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

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**GENERAL CONDITIONS**  
**for**  
**CONTRACT OF CONSTRUCTION**

**FOR SANTA CRUZ HIGH TENNIS COURT REHAB PROJECT**

**SANTA CRUZ CITY SCHOOLS**

**November 9, 2023**

**SUMMARY OF CONTENTS**

ARTICLE 1: GENERAL CONDITIONS .....1

ARTICLE 2: OWNER .....7

ARTICLE 3: THE CONTRACTOR .....10

ARTICLE 4: ADMINISTRATION OF THE CONTRACT .....27

ARTICLE 5: SUBCONTRACTORS .....41

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS .....47

ARTICLE 7: CHANGES IN THE WORK .....49

ARTICLE 8: TIME .....57

ARTICLE 9: PAYMENTS AND COMPLETION .....62

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY .....72

ARTICLE 11: INSURANCE AND BONDS .....77

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK .....82

ARTICLE 13: MISCELLEOUS PROVISIONS .....84

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT .....96

## TABLE OF CONTENTS

<p>ARTICLE 1 .....1</p> <p>GENERAL CONDITIONS .....1</p> <p>1.1 BASIC DEFINITIONS .....1</p> <p>1.1.1 THE CONTRACT DOCUMENTS.....1</p> <p>1.1.2 THE CONTRACT.....1</p> <p>1.1.3 THE WORK .....1</p> <p>1.1.4 THE PROJECT .....2</p> <p>1.1.5 THE DRAWINGS.....2</p> <p>1.1.6 THE SPECIFICATIONS.....2</p> <p>1.1.7 THE PROJECT MANUAL .....2</p> <p>1.1.8 OR 2</p> <p>1.1.9 COMPLETION.....2</p> <p>1.1.10 COMPLETION.....3</p> <p>1.2 EXECUTION, CORRELATION AND INTENT .....3</p> <p>1.2.1 CORRELATION AND INTENT.....3</p> <p>1.2.1.1 <i>Documents Complementary and Inclusive</i> 3</p> <p>1.2.1.2 <i>Coverage of the Drawings and Specifications</i> .....3</p> <p>1.2.1.3 <i>Conflicts</i>.....3</p> <p>1.2.1.4 <i>Conformance With Laws</i>.....3</p> <p>1.2.1.5 <i>Ambiguity</i>.....4</p> <p>1.2.1.6 <i>Execution</i> .....4</p> <p>1.2.2 ADDENDA AND DEFERRED APPROVALS 5</p> <p>1.2.2.1 <i>Addenda</i> .....5</p> <p>1.2.2.2 <i>Deferred Approvals</i> .....5</p> <p>1.2.3 SPECIFICATION INTERPRETATION .....5</p> <p>1.2.3.1 <i>Titles</i> .....5</p> <p>1.2.3.2 <i>As Shown, Etc</i> .....5</p> <p>1.2.3.3 <i>Provide</i>.....5</p> <p>1.2.3.4 <i>General Conditions</i>.....5</p> <p>1.2.3.5 <i>Abbreviations</i>.....5</p> <p>1.2.3.6 <i>Plural</i>.....5</p> <p>1.2.3.7 <i>Metric</i>.....5</p> <p>1.2.3.8 <i>Standard Specifications</i> .....6</p> <p>1.2.3.9 <i>Absence of Modifiers</i> .....6</p> <p>1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS .....6</p> <p>ARTICLE 2 .....7</p> <p>OWNER 7</p> <p>2.1 DEFINITION .....7</p>	<p>2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER ..... 7</p> <p>2.2.1 INTENTIONALLY LEFT BLANK ..... 7</p> <p>2.2.2 SITE SURVEY ..... 7</p> <p>2.2.3 SOILS..... 7</p> <p>2.2.3.1 <i>Owner Furnished Services</i> ..... 7</p> <p>2.2.3.2 <i>Contractor Reliance</i> ..... 7</p> <p>2.2.4 UTILITY SURVEY ..... 8</p> <p>2.2.5 INFORMATION..... 8</p> <p>2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION ..... 8</p> <p>2.2.6.1 <i>Removal, Relocation</i> ..... 8</p> <p>2.2.6.2 <i>Assessment</i> ..... 8</p> <p>2.2.6.3 <i>Notification</i>..... 8</p> <p>2.2.6.4 <i>Underground Utility Clearance</i> 9</p> <p>2.2.7 EASEMENTS ..... 9</p> <p>2.2.8 REASONABLE PROMPTNESS ..... 9</p> <p>2.2.9 COPIES FURNISHED..... 9</p> <p>2.2.10 DUTIES CUMULATIVE ..... 9</p> <p>2.3 OWNER'S RIGHT TO STOP THE WORK ..... 9</p> <p>2.4 OWNER'S RIGHT TO CARRY OUT THE WORK ..... 9</p> <p>ARTICLE 3 ..... 10</p> <p>THE CONTRACTOR..... 10</p> <p>3.1 DEFINITION ..... 10</p> <p>3.2 SUPERVISION AND CONSTRUCTION PROCEDURES ..... 10</p> <p>3.2.1 CONTRACTOR ..... 10</p> <p>3.2.2 CONTRACTOR RESPONSIBILITY ..... 11</p> <p>3.2.3 OBLIGATIONS NOT CHANGED BY OTHER'S ACTIONS..... 11</p> <p>3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK ..... 11</p> <p>3.2.5 PROJECT MEETINGS..... 11</p> <p>3.3 SUPERINTENDENT ..... 11</p> <p>3.3.1 FULL TIME SUPERINTENDENT..... 11</p> <p>3.3.2 STAFF ..... 11</p> <p>3.3.3 RIGHT TO REMOVE ..... 12</p> <p>3.4 LABOR AND MATERIALS ..... 12</p> <p>3.4.1 CONTRACTOR TO PROVIDE ..... 12</p> <p>3.4.2 QUALITY ..... 12</p> <p>3.4.3 REPLACEMENT..... 12</p> <p>3.4.4 DISCIPLINE ..... 12</p>
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3.5	WARRANTY.....	13	3.11.4.3	<i>Substitution Request Form</i> .....	22
3.6	TAXES.....	13	3.11.4.4	<i>List of Manufacturers and Products Required</i> .....	22
3.7	PERMITS, FEES AND NOTICES.....	13	3.11.5	DEFERRED APPROVALS .....	22
3.7.1	PAYMENT .....	13	3.12	CUTTING AND PATCHING .....	23
3.7.2	COMPLIANCE.....	13	3.12.1	SCOPE.....	23
3.7.3	CONTRACT DOCUMENTS .....	13	3.12.2	CONSENT .....	23
3.7.4	RESPONSIBILITY .....	14	3.12.3	STRUCTURAL MEMBERS .....	23
3.8	ALLOWANCES .....	14	3.12.4	Subsequent Removal .....	23
3.8.1	CONTRACT .....	14	3.13	CLEANING UP .....	23
3.8.2	SCOPE .....	14	3.13.1	CONTRACTOR’S RESPONSIBILITY .....	23
3.8.2.1	<i>Prompt Selection</i> .....	14	3.13.2	FAILURE TO CLEANUP .....	24
3.8.2.2	<i>Cost</i> .....	14	3.13.3	CONSTRUCTION BUILDINGS.....	24
3.8.2.3	<i>Cost Included in Contract Sum</i> ..	14	3.14	ACCESS TO WORK.....	24
3.8.2.4	<i>Contract Sum Adjustment</i> .....	14	3.15	ROYALTIES AND PATENTS .....	24
3.9	CONTRACTOR’S CONSTRUCTION SCHEDULES.....	14	3.15.1	PAYMENT AND INDEMNITY.....	24
3.9.1	Requirements.....	14	3.15.2	REVIEW .....	24
3.9.2	DSA OVERSIGHT PROCESS.....	17	3.16	INDEMNIFICATION .....	24
3.9.3	FAILURE TO MEET REQUIREMENTS.....	17	3.16.1	SCOPE: CONTRACTOR.....	25
3.10	DOCUMENTS AND SAMPLES AT THE SITE.....	17	3.16.2	SCOPE: SUBCONTRACTORS .....	25
3.11	SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES .....	18	3.16.2.1	<i>Indemnity</i> .....	25
3.11.1	SUBMITTALS DEFINED .....	18	3.16.2.2	<i>Joint and Several Liability</i> .....	26
3.11.1.1	<i>Shop Drawings</i> .....	18	3.16.3	No LIMITATION .....	26
3.11.1.2	<i>Samples</i> .....	18	3.17	OWNER AS INTENDED BENEFICIARY.....	26
3.11.1.3	<i>Contractor’s Responsibility</i> .....	18	3.18	NOTICE OF EXCUSE FOR NONPERFORMANCE .....	26
3.11.1.4	<i>Extent of Review</i> .....	19	3.19	RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER.....	27
3.11.2	DRAWING SUBMISSION PROCEDURE ....	19	ARTICLE 4.....		30
3.11.2.1	<i>Transmittal Letter and Other Requirements</i> .....	19	ADMINISTRATION OF THE CONTRACT		30
3.11.2.2	<i>Copies Required</i> .....	19	4.1	ARCHITECT .....	30
3.11.2.3	<i>Corrections</i> .....	20	4.1.1	DEFINITION.....	30
3.11.2.4	<i>Approval Prior to Commencement of Work</i> .....	20	4.1.2	MODIFICATION .....	30
3.11.3	SAMPLE SUBMISSIONS PROCEDURE.....	20	4.1.3	TERMINATION.....	30
3.11.3.1	<i>Samples Required</i> .....	20	4.2	ARCHITECT’S ADMINISTRATION OF THE CONTRACT .....	30
3.11.3.2	<i>Labels and Instructions</i> .....	20	4.2.1	STATUS.....	30
3.11.3.3	<i>Architect’s Review</i> .....	20	4.2.2	SITE VISITS.....	30
3.11.3.4	<i>Record Drawings and Annotated Specifications</i> .....	21	4.2.3	LIMITATIONS OF CONSTRUCTION RESPONSIBILITY .....	31
3.11.3.5	<i>Equipment Manuals</i> .....	21	4.2.4	COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION.....	31
3.11.3.6	<i>Owner’s Property</i> .....	21	4.2.5	PAYMENT APPLICATIONS .....	31
3.11.4	SUBSTITUTIONS .....	21	4.2.6	REJECTION OF WORK.....	31
3.11.4.1	<i>One Product Specified</i> .....	21			
3.11.4.2	<i>Two or More Products Specified</i> .....	22			

4.2.7 CHANGE ORDERS .....	31	4.5.8.2 <i>Trenches or Excavations Greater Than Four Feet Below the Surface</i> .....	44
4.2.8 WARRANTIES UPON COMPLETION .....	31	4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY.....	45
4.2.9 INTERPRETATION.....	32	ARTICLE 5.....	45
4.2.10 ADDITIONAL INSTRUCTIONS.....	32	SUBCONTRACTORS.....	45
4.2.10.1 <i>Architect’s Interpretations and Decisions</i> .....	32	5.1 DEFINITIONS .....	45
4.2.10.2 <i>Typical Parts and Sections</i> .....	32	5.1.1 SUBCONTRACTOR .....	45
4.2.10.3 <i>Dimensions</i> .....	32	5.1.2 SUB-SUBCONTRACTOR .....	46
4.3 INSPECTOR OF RECORD .....	32	5.1.3 SPECIALTY CONTRACTORS .....	46
4.3.1 GENERAL .....	32	5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.....	46
4.3.2 INSPECTOR’S OF RECORD’S DUTIES .....	33	5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER .....	46
4.3.3 INSPECTOR OF RECORD’S AUTHORITY TO REJECT OR STOP WORK.....	33	5.2.2 GROUNDS FOR SUBSTITUTION .....	46
4.3.4 INSPECTOR OF RECORD’S FACILITIES ....	33	5.2.2.1 <i>No Change in Contract</i> .....	47
4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES .....	33	5.2.2.2 <i>Substitution Due to Clerical Error</i> 47	
4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS.....	34	5.3 SUBCONTRACTUAL RELATIONS. 48	
4.5.1 NOTICE OF POTENTIAL CHANGE .....	34	5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS.....	48
4.5.2 CHANGE ORDERS REQUESTS.....	35	5.5 SUBCONTRACTOR’S RESPONSIBILITIES .....	49
4.5.3 DEFINITION OF CLAIM.....	37	5.5.1 SUPERVISION BY SUBCONTRACTORS ....	49
4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER 37		5.5.2 DISCIPLINE AND ORDER .....	49
4.5.5 CONTENT OF CLAIM .....	38	5.5.3 DEFECTS DISCOVERED .....	49
4.5.5.1 <i>Claim Format; Waiver</i> .....	38	5.5.4 SUBCONTRACTOR INFORMATION.....	49
4.5.5.2 <i>Claims for Additional Money</i> .....	40	5.5.5 TEMPORARY STRUCTURES.....	50
4.5.5.3 <i>Claims for Additional Time</i> .....	40	5.5.6 CHARGES TO SUBCONTRACTOR.....	50
4.5.5.3.1 <i>Notice of Extent of Claim</i> .....	40	5.5.7 FINES IMPOSED .....	50
4.5.5.3.2 <i>Unusual and Uncommon Weather Claims</i> .....	41	5.5.8 PROJECT SIGNS .....	50
4.5.5.4 <i>Subcontractor Requests for Money or Time</i> .....	41	5.5.9 REMEDIES FOR FAILURE TO PERFORM ..	50
4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204).....	42	5.5.10 DISPUTES NOT TO AFFECT WORK .....	51
4.5.6.1 <i>Claims</i> .....	42	5.5.11 APPLICATION FOR PAYMENT .....	51
4.5.6.2 <i>Meet and Confer</i> .....	42	5.5.12 COMPLIANCE WITH PROCEDURES .....	51
4.5.6.3 <i>Government Code Claim</i> .....	43	5.5.13 ON-SITE RECORD KEEPING .....	51
4.5.7 CONTINUING CONTRACT PERFORMANCE 44		5.5.14 NON-EXCLUSIVE OBLIGATIONS.....	51
4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS.....	44	ARTICLE 6.....	52
4.5.8.1 <i>Trenches or Excavations Less Than Four Feet Below the Surface</i> .....	44	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS.....	52
		6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS .....	52
		6.1.1 OWNER’S RIGHTS .....	52
		6.1.2 DESIGNATION AS CONTRACTOR .....	52

6.1.3	CONTRACTOR DUTIES .....	52	8.1	DEFINITIONS .....	62
6.1.4	OWNER OBLIGATIONS .....	52	8.1.1	CONTRACT TIME .....	62
6.2	MUTUAL RESPONSIBILITY .....	52	8.1.2	NOTICE TO PROCEED .....	62
6.2.1	DELIVERY AND STORAGE .....	52	8.1.3	DAYS .....	62
6.2.2	NOTICE BY CONTRACTOR .....	53	8.2	HOURS OF WORK .....	62
6.2.3	COSTS INCURRED .....	53	8.2.1	SUFFICIENT FORCES .....	62
6.2.4	CORRECTION OF DAMAGE .....	53	8.2.2	PERFORMANCE DURING WORKING HOURS	62
6.3	OWNER'S RIGHT TO CLEAN UP ....	53	8.2.3	LABOR CODE APPLICATION .....	62
ARTICLE 7	.....	53	8.2.4	COSTS FOR AFTER HOURS INSPECTIONS	63
CHANGES IN THE WORK	.....	53	8.2.5	TIME FOR COMMENCEMENT BY	
7.1	CHANGES .....	53		SUBCONTRACTORS .....	63
7.1.1	NO CHANGES WITHOUT AUTHORIZATION	53	8.3	PROGRESS AND COMPLETION ....	63
	53		8.3.1	TIME OF THE ESSENCE .....	63
7.1.2	AUTHORITY TO ORDER MINOR CHANGES	54	8.3.2	NO COMMENCEMENT WITHOUT	
	54			INSURANCE .....	64
7.2	CHANGE ORDERS .....	54	8.3.3	EXPEDITIOUS COMPLETION .....	64
7.3	CONSTRUCTION CHANGE		8.4	EXTENSIONS OF TIME -	
	DIRECTIVES ("CCD") .....	55		LIQUIDATED DAMAGES .....	64
7.3.1	DEFINITION .....	55	8.4.1	CONDITIONS ALLOWING FOR EXTENSIONS	
7.3.2	USE TO DIRECT CHANGE .....	55		OF TIME TO COMPLETE THE WORK ONLY	
7.4	REQUEST FOR INFORMATION			(EXCUSABLE DELAY) .....	64
	("RFI") .....	55	8.4.2	COMPENSABLE DELAY (TIME AND	
7.4.1	DEFINITION .....	55		MONEY).....	65
7.4.2	SCOPE .....	56	8.4.3	NOTICE BY CONTRACTOR REQUIRED;	
7.4.3	RESPONSE TIME .....	56		PROCEDURES FOR DEMANDING	
7.4.4	COSTS INCURRED .....	56		ADDITIONAL TIME OR MONEY .....	65
7.5	REQUEST FOR PROPOSAL ("RFP")	56	8.4.4	EARLY COMPLETION .....	65
7.5.1	DEFINITION .....	56	8.4.5	LIQUIDATED DAMAGES .....	65
7.5.2	SCOPE .....	57	8.5	GOVERNMENT APPROVALS .....	66
7.6	CHANGE ORDER REQUEST ("COR")		ARTICLE 9	.....	66
	57		PAYMENTS AND COMPLETION	.....	66
7.6.1	DEFINITION .....	57	9.1	CONTRACT SUM .....	66
7.6.2	CHANGES IN PRICE .....	57	9.2	COST BREAKDOWN .....	66
7.6.3	CHANGES IN TIME .....	57	9.2.1	REQUIRED INFORMATION .....	66
7.7	PRICE OF CHANGE ORDERS .....	57	9.2.2	OWNER ACCEPTANCE REQUIRED .....	67
7.7.1	SCOPE .....	57	9.3	APPLICATIONS FOR PAYMENT ....	67
7.7.2	DETERMINATION OF COST .....	57	9.3.1	PROCEDURE .....	67
7.7.3	FORMAT FOR PROPOSED COST CHANGE	60	9.3.2	PURCHASE OF MATERIALS AND	
7.7.4	DISCOUNTS, REBATES, AND REFUNDS ..	61		EQUIPMENT .....	68
7.7.5	ACCOUNTING RECORDS .....	61	9.3.3	WARRANTY OF TITLE .....	68
7.7.6	NOTICE REQUIRED .....	61	9.4	REVIEW OF PROGRESS PAYMENT	
7.7.7	APPLICABILITY TO SUBCONTRACTORS ..	61		69	
7.8	WAIVER OF RIGHT TO CLAIM MONEY OR		9.4.1	OWNER ACCEPTANCE .....	69
	TIME .....	61	9.4.2	OWNER'S REVIEW .....	69
ARTICLE 8	.....	62			
TIME	62				

9.5 DECISIONS TO WITHHOLD PAYMENT .....	70	10.2.5 FINGERPRINTING.....	79
9.5.1 REASONS TO WITHHOLD PAYMENT.....	70	10.3 PROTECTION OF WORK AND PROPERTY.....	79
9.5.2 PAYMENT AFTER CURE.....	72	10.3.1 PROTECTION OF WORK.....	79
9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD.....	72	10.3.2 PROTECTION FOR ELEMENTS .....	79
9.6 PROGRESS PAYMENTS .....	72	10.3.3 SHORING AND STRUCTURAL LOADING	79
9.6.1 PAYMENTS TO CONTRACTOR .....	72	10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS .....	80
9.6.2 PAYMENTS TO SUBCONTRACTORS.....	73	10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES.....	80
9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION.....	73	10.3.6 SITE ACCESS.....	80
9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT .....	73	10.3.7 PROTECTION OF MATERIALS.....	80
9.6.5 PAYMENT TO SUPPLIERS .....	73	10.4 EMERGENCIES .....	80
9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE .....	73	10.4.1 EMERGENCY ACTION.....	80
9.6.7 JOINT CHECKS.....	73	10.4.2 ACCIDENT REPORTS .....	81
9.7 COMPLETION OF THE WORK .....	74	10.5 HAZARDOUS MATERIALS.....	81
9.7.1 CLOSE-OUT PROCEDURES.....	74	10.5.1 DISCOVERY OF HAZARDOUS MATERIALS 81	
9.7.2 COSTS OF MULTIPLE INSPECTIONS .....	74	10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS .....	81
9.8 PARTIAL OCCUPANCY OR USE.....	74	10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR .....	81
9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION .....	75	10.5.4 NATURALLY OCCURRING ASBESTOS .....	82
9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT .....	75	10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR .....	82
9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT.....	75	10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION.....	82
9.9.3 RELEASE OF RETAINAGE.....	76	10.5.6 ARCHEOLOGICAL MATERIALS.....	82
9.10 SUBSTITUTION OF SECURITIES.....	76	ARTICLE 11 .....	83
ARTICLE 10 .....	77	INSURANCE AND BONDS.....	83
PROTECTION OF PERSONS AND PROPERTY .....	77	11.1 CONTRACTOR'S LIABILITY INSURANCE .....	83
10.1 SAFETY PRECAUTIONS AND PROGRAMS.....	77	11.1.1 LIABILITY INSURANCE REQUIREMENTS	83
10.1.1 CONTRACTOR RESPONSIBILITY .....	77	11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS .....	84
10.1.2 SUBCONTRACTOR RESPONSIBILITY .....	77	11.1.3 OWNER'S INSURANCE.....	84
10.1.3 COOPERATION.....	77	11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS .....	84
10.1.4 ACCIDENT REPORTS .....	78	11.1.5 WORKERS' COMPENSATION INSURANCE 84	
10.1.5 FIRST-AID SUPPLIES AT SITE.....	78	11.1.6 BUILDER'S RISK/ .....	85
10.2 SAFETY OF PERSONS AND PROPERTY .....	78	11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS.....	85
10.2.1 THE CONTRACTOR .....	78		
10.2.2 CONTRACTOR NOTICES .....	78		
10.2.3 SAFETY BARRIERS AND SAFEGUARDS..	78		
10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL.....	79		

11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE .....	86	13.5.6 COSTS FOR RETESTING .....	92
11.1.8 FIRE INSURANCE .....	86	13.5.7 COSTS FOR PREMATURE TEST.....	92
11.1.9 OTHER INSURANCE .....	86	13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK.....	92
11.1.10 PROOF OF CARRIAGE OF INSURANCE 87		13.6 [INTENTIONALLY LEFT BLANK] .	93
11.1.11 COMPLIANCE .....	87	13.7 TRENCH EXCAVATION .....	93
11.2 PERFORMANCE AND PAYMENT BONDS .....	87	13.7.1 TRENCHES GREATER THAN FIVE FEET	93
11.2.1 BOND REQUIREMENTS .....	87	13.7.2 EXCAVATION SAFETY.....	93
11.2.2 SURETY QUALIFICATION .....	88	13.7.3 NO TORT LIABILITY OF OWNER.....	93
ARTICLE 12 .....	88	13.7.4 NO EXCAVATION WITHOUT PERMITS..	93
UNCOVERING AND CORRECTION OF WORK.....	88	13.8 WAGE RATES.....	93
12.1 UNCOVERING OF WORK .....	88	13.8.1 WAGE RATES.....	93
12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS .....	88	13.8.2 HOLIDAY AND OVERTIME PAY .....	94
12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED 88		13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS.....	94
12.2 CORRECTION OF WORK; WARRANTY .....	89	13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION .....	94
12.2.1 CORRECTION OF REJECTED WORK .....	89	13.8.5 FORFEITURE AND PAYMENTS.....	94
12.2.2 REMOVAL OF NONCONFORMING WORK 89		13.8.6 MINIMUM WAGE RATES.....	94
12.2.3 OWNER’S RIGHTS IF CONTRACTOR FAILS TO CORRECT.....	89	13.8.7 PER DIEM WAGES.....	95
12.2.4 COST OF CORRECTING THE WORK.....	89	13.8.8 <b>POSTING OF WAGE RATES</b> .....	95
12.2.5 WARRANTY CORRECTIONS .....	89	13.9 RECORD OF WAGES PAID: INSPECTION .....	95
12.2.6 NO TIME LIMITATION.....	90	13.9.1 APPLICATION OF LABOR CODE.....	95
12.3 NONCONFORMING WORK .....	90	13.10 APPRENTICES.....	97
ARTICLE 13 .....	90	13.10.1 APPRENTICE WAGES AND DEFINITIONS.....	97
MISCELLANEOUS PROVISIONS.....	90	13.10.2 APPRENTICE LABOR POOL.....	97
13.1 GOVERNING LAW .....	90	13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS.....	98
13.2 SUCCESSORS AND ASSIGNS.....	90	13.10.4 JOURNEYMAN/APPRENTICE RATIO	98
13.3 WRITTEN NOTICE .....	91	13.10.4.1 <i>Apprenticeable Craft or Trade</i> ..	99
13.4 RIGHTS AND REMEDIES .....	91	13.10.5 RATIO EXEMPTION .....	99
13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE 91		13.10.6 APPRENTICE FUND .....	99
13.4.2 NO WAIVER .....	91	13.10.7 PRIME CONTRACTOR COMPLIANCE	100
13.5 TESTS AND INSPECTIONS .....	91	13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE.....	100
13.5.1 COMPLIANCE.....	91	13.10.9 NO BIAS .....	100
13.5.2 INDEPENDENT TESTING LABORATORY	91	13.10.10 VIOLATION OF LABOR CODE .....	100
13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD .....	92	13.11 ASSIGNMENT OF ANTITRUST CLAIMS .....	101
13.5.4 TESTING OFF-SITE .....	92	13.11.1 APPLICATION.....	101
13.5.5 ADDITIONAL TESTING OR INSPECTION	92	13.11.2 ASSIGNMENT OF CLAIM.....	101
		13.12 AUDIT.....	101
		13.13 STORM WATER DISCHARGE PERMIT	102



ARTICLE 14 .....	102	14.3 SUSPENSION OR TERMINATION BY	
TERMINATION OR SUSPENSION OF THE		THE OWNER FOR CONVENIENCE	104
CONTRACT .....	102	14.3.1 SUSPENSION BY OWNER .....	104
14.1 TERMINATION BY THE		14.3.1.1 <i>Adjustments</i> .....	104
CONTRACTOR FOR CAUSE .....	102	14.3.1.2 <i>Adjustments for Fixed Cost</i> .....	104
14.2 TERMINATION BY THE OWNER FOR		14.3.2 TERMINATION BY THE OWNER FOR	
CAUSE.....	102	CONVENIENCE .....	104
14.2.1 GROUNDS FOR TERMINATION.....	102	14.4 NOT A WAIVER .....	105
14.2.2 NOTIFICATION OF TERMINATION.....	103	14.5 MUTUAL TERMINATION FOR	
14.2.3 PAYMENTS .....	103	CONVENIENCE.....	105
14.2.4 WRONGFUL TERMINATION.....	104	14.6 EARLY TERMINATION .....	105
14.2.5 INCLUSION OF TERMINATION FOR			
CONVENIENCE.....	104		

## **ARTICLE 1**

### **GENERAL CONDITIONS**

#### **1.1 BASIC DEFINITIONS**

##### **1.1.1 THE CONTRACT DOCUMENTS**

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

##### **1.1.2 THE CONTRACT**

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

##### **1.1.3 THE WORK**

The “Work” shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner’s representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on 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. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings,

Specifications, and associated bid documents. The “Site” refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

#### **1.1.4 THE PROJECT**

The “Project” is the total construction of the Work performed in accordance with the Contract Documents, but “Project” may also include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work. The Project shall constitute a “work of improvement” under Civil Code section 8050 and Public Contract Code section 7107.

#### **1.1.5 THE DRAWINGS**

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

#### **1.1.6 THE SPECIFICATIONS**

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

#### **1.1.7 THE PROJECT MANUAL**

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

#### **1.1.8 OR**

“Or” shall include “and/or.”

#### **1.1.9 COMPLETION**

Statutory definitions of “Completion” and “Complete” shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete” under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

## 1.1.10 COMPLETION OF THE PROJECT

For purposes of accrual of liquidated damages for delay to the Project, *completion* shall mean the point in the Project where (1) all contractors and Owner have fully and correctly performed all work of the entire Project in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection of the entire Project that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute *completion* or *complete*.

## 1.2 EXECUTION, CORRELATION AND INTENT

### 1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a Contract provision not within the Division 01 specifications, the provision not within Division 01 shall control.

1.2.1.4 ***Conformance With Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Architect and Owner, including but not limited to as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

**1.2.1.5 Ambiguity.** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

**1.2.1.6 Execution.** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

## 1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 **Addenda.** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect (“DSA”).

1.2.2.2 **Deferred Approvals.** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

## 1.2.3 SPECIFICATION INTERPRETATION

1.2.3.1 **Titles.** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 **As Shown, Etc.** Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 **Provide.** “Provide” means “provided complete in place,” that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 **General Conditions.** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 **Abbreviations.** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings.

1.2.3.6 **Plural.** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 **Metric.** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.8 **Standard Specifications.** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 **Absence of Modifiers.** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### 1.3 **OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Contract. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or projects or for additions to this Contract or Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

## ARTICLE 2

### OWNER

#### 2.1 DEFINITION

The term “Owner” means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner and/or the Owner’s authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

#### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

##### 2.2.1 INTENTIONALLY LEFT BLANK

##### 2.2.2 SITE SURVEY

When required by the scope of the Work, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and Site work shall be provided by the Contractor.

##### 2.2.3 SOILS

**2.2.3.1 *Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

**2.2.3.2 *Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that



unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

#### 2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

#### 2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon, and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

#### 2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

**2.2.6.1 *Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

**2.2.6.2 *Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

**2.2.6.3 *Notification.*** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 *Underground Utility Clearance.* It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

#### 2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

#### 2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

#### 2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

#### 2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

### 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. Contractor shall not be entitled to a time extension for any delays caused by such order. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

### 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's

Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3**

#### **THE CONTRACTOR**

##### **3.1 DEFINITION**

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

##### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

###### **3.2.1 CONTRACTOR**

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

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

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

layout of its Work at the request of any other contractor or Owner.

Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

### **3.2.2 CONTRACTOR RESPONSIBILITY**

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

### **3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS**

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

### **3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK**

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

### **3.2.5 PROJECT MEETINGS**

During its Work, Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and Project, and the future progress of the Work and the Project. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections. Either party may audio record any meeting related to the Contract.

## **3.3 SUPERINTENDENT**

### **3.3.1 FULL TIME SUPERINTENDENT**

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

### **3.3.2 STAFF**

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as

necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

### **3.3.3 RIGHT TO REMOVE**

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

## **3.4 LABOR AND MATERIALS**

### **3.4.1 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, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. Owner shall not be liable for, and Contractor shall bear the burden of, any post-bid escalation in the cost of materials; but Contractor will retain the benefit of any post-bid material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Contractor pursuant to this subsection.

### **3.4.2 QUALITY**

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

### **3.4.3 REPLACEMENT**

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

### **3.4.4 DISCIPLINE**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not

limited to, Subcontractors, and material or equipment suppliers retained for the Project.

### **3.5 WARRANTY**

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **3.6 TAXES**

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

### **3.7 PERMITS, FEES AND NOTICES**

#### **3.7.1 PAYMENT**

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

#### **3.7.2 COMPLIANCE**

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

#### **3.7.3 CONTRACT DOCUMENTS**

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect,

any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

### 3.7.4 RESPONSIBILITY

If the Contractor performs any work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such work, and shall bear the attributable cost of correction and delays to the Work, other contractors' work, and the Project.

## 3.8 ALLOWANCES

### 3.8.1 CONTRACT

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

### 3.8.2 SCOPE

3.8.2.1 **Prompt Selection.** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 **Cost.** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 **Cost Included in Contract Sum.** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 **Contract Sum Adjustment.** Whenever Contractor seeks payment from an allowance and the requested costs are approved by Owner as compliant with the Contract Documents (including Sections 3.8.2.2 and 3.8.2.3, above), Owner may elect to pay the approved costs from the allowance, or pay the costs via Change Order. Any such allowance payment shall conform to the requirements of the Agreement and other Contract Documents.

## 3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

### 3.9.1 REQUIREMENTS

Before the Contractor's commencement of Work or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which

shall conform to the Contract Documents' requirements.

Contractor shall submit an updated schedule by the first day of every month, and whenever else requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The original schedule and all updates shall conform, at a minimum, to industry standards for (a) critical path scheduling and (b) facilitation of Owner's Project management and evaluation of Contractor Claims for additional money or time.

The original schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Contractor to include a reasonable number of such days, or by Owner to require Contractor to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Work including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Work. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Work resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better



program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time as adjusted by change orders, or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner that Contractor will not meet contractual milestones or Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work by the contractual milestones and within the Contract Time, as adjusted by change orders, or Completion by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

I, \_\_\_\_\_ [*name of declarant*], declare the following:

\_\_\_\_\_ [*Contractor company name*] has contracted with \_\_\_\_\_ [*public entity name*] for the \_\_\_\_\_ Contract ("Contract"). \_\_\_\_\_ [*Contractor company name*] authorized me to prepare schedules for \_\_\_\_\_ [*public entity name*] for this Project, and I prepared the attached schedule. I am the most knowledgeable person at \_\_\_\_\_ [*Contractor company name*] regarding the scheduling of the Work for this Contract.

The attached schedule does not breach the Contract between \_\_\_\_\_ [*Contractor company name*] and \_\_\_\_\_ [*public entity name*] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of schedules, only contains truthful and accurate as-built and as-planned dates of the Work (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or \_\_\_\_\_ [*Contractor company name*].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for \_\_\_\_\_ [*Contractor company name*]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [*signature*]  
\_\_\_\_\_ [*name of declarant*]

### 3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

### 3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

### 3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings,

Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner, upon Completion of the Work.

### 3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

#### 3.11.1 SUBMITTALS DEFINED

3.11.1.1 **Shop Drawings.** The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, 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. The Contractor shall obtain and submit with the 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. As used herein, the term “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.

3.11.1.2 **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 Owner 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.

3.11.1.3 **Contractor’s Responsibility.** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor’s “Schedule for Submission of Shop Drawings and Samples” provisions in Division 1 of the Specifications and in accordance with the Contractor’s original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. 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 the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer’s descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other

than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, 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. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, “Substitutions.” Review by Owner 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. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner’s or Architect’s opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect’s review shall neither be construed as a complete check nor relieve 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 and the Architect has given specific written approval. 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, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

### 3.11.2 DRAWING SUBMISSION PROCEDURE

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and Contractor’s name and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and Contractor 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, if any. 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. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, 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: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 **Corrections.** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of 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 paragraph 4.4.

3.11.2.4 **Approval Prior to Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

### 3.11.3 SAMPLE SUBMISSIONS PROCEDURE

3.11.3.1 **Samples Required.** In case a considerable range of color, graining, texture, or other characteristics may be anticipated 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; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 **Labels and Instructions.** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 **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 appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 **Record Drawings and Annotated Specifications.** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. In the event of a specification that 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 Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Contractor's Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 **Equipment Manuals.** Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 **Owner's Property.** All shop drawings and samples submitted shall become the Owner's property.

#### 3.11.4 SUBSTITUTIONS

3.11.4.1 **One Product Specified.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an “or equal” substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect’s consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Instructions to Bidders will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner’s. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect’s approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor’s or Architect’s preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer’s descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

### 3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect’s, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the

requesting party.

### **3.12 CUTTING AND PATCHING**

#### **3.12.1 SCOPE**

The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

#### **3.12.2 CONSENT**

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

#### **3.12.3 STRUCTURAL MEMBERS**

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

#### **3.12.4 SUBSEQUENT REMOVAL**

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

### **3.13 CLEANING UP**

#### **3.13.1 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools,



construction equipment, machinery, and materials no longer required for the Work.

### **3.13.2 FAILURE TO CLEANUP**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

### **3.13.3 CONSTRUCTION BUILDINGS**

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

### **3.14 ACCESS TO WORK**

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

### **3.15 ROYALTIES AND PATENTS**

#### **3.15.1 PAYMENT AND INDEMNITY**

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

#### **3.15.2 REVIEW**

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

### **3.16 INDEMNIFICATION**

### 3.16.1 SCOPE: CONTRACTOR

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

### 3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 *Indemnity.* The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Work or failure to construct the Work or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or

their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

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

### **3.16.3 NO LIMITATION**

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

### **3.17 OWNER AS INTENDED BENEFICIARY**

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

### **3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE**

If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things,

Contractor's requests for time extensions under Section 4.5, below, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

### **3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER**

Notwithstanding any other provisions of the Contract Documents, Contractor expressly waives its right to recover any special, consequential, or indirect damages from Owner in relation to this Contract or the Project. Contractor may only recover general (also known as direct) damages from Owner to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Contractor to preserve its rights to recover any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Contractor's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may completely waive Contractor's rights to recovery any such costs or damages.

### **3.20 USE OF FEDERAL FUNDS**

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Contractor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Contractor agrees to comply with all such federal requirements, including but not limited to the following:

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. **DAVIS-BACON ACT.** If the Contract Price exceeds \$2,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) Contractor is required to pay wages to laborers

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT. For all contracts that meet the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the Contract Price exceeds \$150,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION. Contractor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. BYRD ANTI-LOBBYING AMENDMENT. If the Contract Price exceeds \$100,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. PROCUREMENT OF RECOVERED MATERIALS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. DOMESTIC PREFERENCES FOR PROCUREMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Contractor to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Contractor to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. ENERGY CONSERVATION. As required by 34 CFR 75.616, Contractor agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Contractor shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such

project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

##### **4.1.1 DEFINITION**

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative, and shall also refer to all consultants under the Architect’s direction and control.

##### **4.1.2 MODIFICATION**

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

##### **4.1.3 TERMINATION**

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

#### **4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT**

##### **4.2.1 STATUS**

The Architect will provide administration of the Contract and may be one of several Owner’s representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

##### **4.2.2 SITE VISITS**

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with

the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when Completed, will be in accordance with the Contract Documents.

#### **4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY**

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

#### **4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

#### **4.2.5 PAYMENT APPLICATIONS**

The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

#### **4.2.6 REJECTION OF WORK**

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

#### **4.2.7 CHANGE ORDERS**

The Architect may prepare change orders and construction change directives and may authorize minor changes in the Work.

#### **4.2.8 WARRANTIES UPON COMPLETION**

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of



the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

#### 4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

#### 4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 *Architect's Interpretations and Decisions.* Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

### 4.3 INSPECTOR OF RECORD

#### 4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

#### 4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record'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.

#### 4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. 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.

#### 4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with temporary facilities.

#### 4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages; *except that* to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Contractor for them. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Contractor.

- B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.
- F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.
- G. 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.
- H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

#### **4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS**

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time on any grounds (including but not limited to an alleged breach of an implied warranty of the correctness of the plans and specifications [*Souza & McCue Construction Co. v. Superior Court* (1962) 57 Cal.2d 508]), or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

##### **4.5.1 NOTICE OF POTENTIAL CHANGE**

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay,

or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

#### **4.5.2 CHANGE ORDERS REQUESTS**

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract, shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information and documentation

supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Contractor will have completely waived its rights to recover such additional money or time (Contractor will not have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Contractor may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Contractor must still timely submit the COR with all available information and documentation supporting the COR as described above, and Contractor shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Contractor estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Contractor shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above.

Contractor shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional

information to accept or reject (in whole or in part) the COR. If the Contractor fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

#### 4.5.3 DEFINITION OF CLAIM

A “Claim” is a separate demand by the Contractor sent by registered or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications); or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner (such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR’s and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain “claims” for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. (“Government Code Claim” means a claim under Government Code sections 900 et seq. and 910 et seq.)

#### 4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner’s construction manager (or in the absence of a construction manager, to Architect) and Owner within the earlier of (a) fifteen (15) days after Owner’s rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being

deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Contractor shall submit the Claim within fifteen (15) days after the date on which Contractor knew, or should have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Contractor Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Contractor shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to specifically identify a Claim in the Claim summary, or failure to comply with any of the requirements in the Contract for a Claim, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

#### 4.5.5 CONTENT OF CLAIM

##### 4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim, including as applicable, that documentation set forth in sections 4.5.5.2 through 4.5.5.4. In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, \_\_\_\_\_ [*name of declarant*], declare the following:

\_\_\_\_\_ [*Contractor company name*] has contracted with \_\_\_\_\_ [*public entity name*] for the \_\_\_\_\_ Contract ("Contract").

\_\_\_\_\_ [*Contractor company name*] authorized me to

prepare the attached Claim for money and/or time extension for \_\_\_\_\_  
[*public entity name*] regarding this Contract (such Claim being dated  
\_\_\_\_\_, 20\_\_\_, and entitled \_\_\_\_\_, and requesting \$ \_\_\_\_\_  
and/or \_\_\_ additional days), and I prepared the attached Claim. I am the most  
knowledgeable person at \_\_\_\_\_ [*Contractor company name*] regarding this  
Claim.

The attached Claim complies with all laws applicable to submission of a  
Claim, including but not limited to California Penal Code section 72,  
Government Code sections 12650 et seq. (False Claims Act), and Business  
and Professions Code sections 17200 et seq. (Unfair Business Practices Act).  
I am aware that submission or certification of false claims, or other claims that  
violate law or the Contract, may lead to fines, imprisonment, and/or other  
serious legal consequences for myself or \_\_\_\_\_ [*Contractor company name*].

The attached Claim does not breach the Contract, is not a false claim, does not  
violate any applicable law, satisfies all provisions of the Contract applicable to  
submission of the Claim, only contains truthful and accurate supporting data,  
and only requests money and/or time extensions that accurately reflect the  
adjustments to money and time for which I believe that \_\_\_\_\_ [*public entity  
name*] is responsible under its Contract with \_\_\_\_\_ [*Contractor company  
name*].

While preparing this declaration and Claim I consulted with others (including  
attorneys, consultants, or others who work for \_\_\_\_\_ [*Contractor  
company name*]) when necessary to ensure that the statements were true and  
correct.

Contractor understands and agrees that any Claim submitted without this  
certification does not meet the terms of the Contract Documents; that Owner,  
or Owner's representatives, may reject the Claim on that basis; and that unless  
Contractor properly and timely files the Claim with the certification,  
Contractor cannot further pursue the Claim in any forum and all rights to  
additional money or time for the issues covered by the Claim are waived due  
to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California  
that the foregoing is true and correct. Executed \_\_\_\_\_, 20\_\_\_, at  
\_\_\_\_\_, California.

\_\_\_\_\_  
[*signature*]  
\_\_\_\_\_  
[*name of declarant*]

Contractor's failure to timely submit a certification will constitute a complete waiver of  
Contractor's rights to (a) recover money or time on the issues for which a Claim was required,



(b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### **4.5.5.2 *Claims for Additional Money***

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not timely asserted in a certified Claim shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

#### **4.5.5.3 *Claims for Additional Time***

##### **4.5.5.3.1 *Notice of Extent of Claim***

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will act as a complete waiver of Contractor's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or litigation for the requested money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived.

#### 4.5.5.3.2 *Unusual and Uncommon Weather Claims*

If unusual and uncommon weather is the basis for a Claim for additional time, Contractor's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

#### 4.5.5.4 *Subcontractor Requests for Money or Time*

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Contractor a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Contractor, Contractor may elect to seek money or time from Owner based on that request of the Subcontractor or supplier.

For any such request to Owner by Contractor, Contractor must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for money or time (including but not limited to Section 4.5 of the General Conditions regarding Notices of Potential Change, Change Order Requests ["CORs"], Claims, and certifications) and with Public Contract Code section 9204(d)(5). Any such COR or Claim by Contractor must include Contractor's certification (see General Conditions §§4.5.2 and 4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such COR or Claim by Contractor must include (a) Contractor's detailed analysis of the merit of Subcontractor's or supplier's request to the Contractor, including (i) analysis of Contractor's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) analysis of all of Contractor's defenses to the request for money or time by the Subcontractor or supplier; and (b) Contractor's detailed analysis of the Owner's liability to Contractor for any money or time that Contractor owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Contractor to breach the subcontract or supplier contract). In any such COR or Claim, Contractor may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the COR or Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Contractor from complying with the above requirements for its request to the Owner.

Any failure by Contractor to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certifications, or detailed analysis) shall act as a complete waiver of Contractor's rights to (a) recover money or time from Owner based on any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Contractor owes, or may later

be determined to owe, to the Subcontractor or supplier. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### **4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)**

Claims are subject to this section 4.5.6 and Public Contract Code section 9204, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5 and the rest of the Contract Documents. Claims of \$375,000 or less are also subject to Public Contract Code sections 20104 et seq., but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures in Section 9204, the requirements of Section 9204 shall control.

##### **4.5.6.1 *Claims***

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, Owner may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

##### **4.5.6.2 *Meet and Confer***

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence

Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or exchanged at the informal conference.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

#### 4.5.6.3 *Government Code Claim*

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

#### **4.5.7 CONTINUING CONTRACT PERFORMANCE**

Despite Contractor's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Contractor acknowledges that Completion of the Work is a high priority for both Owner and Contractor as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Contractor believes that Owner has breached the Contract and that such breach is preventing or delaying Contractor's performance as directed by Owner, then Contractor must submit notice as required by Section 3.18, above.

#### **4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

##### ***4.5.8.1 Trenches or Excavations Less Than Four Feet Below the Surface***

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

##### ***4.5.8.2 Trenches or Excavations Greater Than Four Feet Below the Surface***

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

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

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that

is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

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

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

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

4.5.8.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any deadline for Completion provided 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.

#### **4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

### **ARTICLE 5**

#### **SUBCONTRACTORS**

##### **5.1 DEFINITIONS**

###### **5.1.1 SUBCONTRACTOR**

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract

Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term “Subcontractor.”

### **5.1.2 SUB-SUBCONTRACTOR**

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

### **5.1.3 SPECIALTY CONTRACTORS**

If a Subcontractor is designated as a “Specialty Contractor” as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor’s specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

## **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

### **5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER**

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor’s total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

### **5.2.2 GROUNDS FOR SUBSTITUTION**

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor’s bid and at the price specified in the subcontractor’s bid,

when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;

- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.
- E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.
- I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 **No Change in Contract.** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for a Milestone Deadline or the Completion of the Work.

5.2.2.2 **Substitution Due to Clerical Error.** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.



In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

### **5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

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

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

## **5.5 SUBCONTRACTOR'S RESPONSIBILITIES**

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

### **5.5.1 SUPERVISION BY SUBCONTRACTORS**

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

### **5.5.2 DISCIPLINE AND ORDER**

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

### **5.5.3 DEFECTS DISCOVERED**

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

### **5.5.4 SUBCONTRACTOR INFORMATION**

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with

respect thereto.

#### **5.5.5 TEMPORARY STRUCTURES**

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

#### **5.5.6 CHARGES TO SUBCONTRACTOR**

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

#### **5.5.7 FINES IMPOSED**

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

#### **5.5.8 PROJECT SIGNS**

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

#### **5.5.9 REMEDIES FOR FAILURE TO PERFORM**

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost

plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

#### **5.5.10 DISPUTES NOT TO AFFECT WORK**

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

#### **5.5.11 APPLICATION FOR PAYMENT**

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

#### **5.5.12 COMPLIANCE WITH PROCEDURES**

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

#### **5.5.13 ON-SITE RECORD KEEPING**

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

#### **5.5.14 NON-EXCLUSIVE OBLIGATIONS**

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

##### **6.1.1 OWNER'S RIGHTS**

The Owner reserves the right to perform Project work related to the Contract with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

##### **6.1.2 DESIGNATION AS CONTRACTOR**

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor agreement.

##### **6.1.3 CONTRACTOR DUTIES**

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, Contractor shall cooperate with Owner. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor until subsequently revised.

##### **6.1.4 OWNER OBLIGATIONS**

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

#### **6.2 MUTUAL RESPONSIBILITY**

##### **6.2.1 DELIVERY AND STORAGE**

The Contractor shall afford the Owner and separate contractors reasonable opportunity for

delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

#### **6.2.2 NOTICE BY CONTRACTOR**

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

#### **6.2.3 COSTS INCURRED**

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Contractor cause damage to the work or property of any other contractor on the Project, or to the Project or the property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, above. Owner may withhold from progress payments and/or retention for the cost of such damage or delay.

#### **6.2.4 CORRECTION OF DAMAGE**

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

#### **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

### **ARTICLE 7**

#### **CHANGES IN THE WORK**

##### **7.1 CHANGES**

###### **7.1.1 NO CHANGES WITHOUT AUTHORIZATION**

The Owner reserves the right to change the Work by making such alterations, deviations,

additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Contractor; but such “extra work” shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Contractor at the time of bidding, or (b) for which Contractor is responsible under the Contract Documents. Contractor shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner’s attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. Owner shall not be liable for, and Contractor shall bear the burden of, any post-bid escalation in the costs of construction, whether or not foreseeable; but Contractor will retain the benefit of any post-bid cost decreases, whether or not foreseeable, and will retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. 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.

#### **7.1.2 AUTHORITY TO ORDER MINOR CHANGES**

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

#### **7.2 CHANGE ORDERS (“CO”)**

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner’s Governing Board and DSA, stating the

agreement of Owner and Contractor upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES (“CCD”)**

#### **7.3.1 DEFINITION**

A CCD is a written unilateral order signed by the Owner directing performance of the Work or a change in the Work. The CCD may state an adjustment in the Contract Sum, Contract Time, or Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

#### **7.3.2 USE TO DIRECT CHANGE**

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

### **7.4 REQUEST FOR INFORMATION (“RFI”)**

#### **7.4.1 DEFINITION**

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.



#### **7.4.2 SCOPE**

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

#### **7.4.3 RESPONSE TIME**

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

#### **7.4.4 COSTS INCURRED**

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

### **7.5 REQUEST FOR PROPOSAL ("RFP")**

#### **7.5.1 DEFINITION**

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

## 7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

## 7.6 CHANGE ORDER REQUEST (“COR”)

### 7.6.1 DEFINITION

A COR is any written request prepared by the Contractor asking the Owner for additional money or time, including a “proposed change order” or “PCO.” However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Contractor’s entitlement to additional money or time.

### 7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

### 7.6.3 CHANGES IN TIME

Where a change in a Milestone Deadline or Contract Time is requested, a COR shall also include delay analysis to validate any proposed change, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

## 7.7 PRICE OF CHANGE ORDERS

### 7.7.1 SCOPE

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

### 7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor.**

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs.**

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice

for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

**7.7.3 FORMAT FOR PROPOSED COST CHANGE**

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	<u>EXTRA</u>	<u>CREDIT</u>
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).	_____	_____

I.	Subtotal	_____	_____
J.	Bond not to exceed one percent (1%) of Item I.	_____	_____
K.	TOTAL	_____	_____

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) pursuant to Section 8.4.2 below, Contractor may not recover any mark ups for overhead or profit.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) 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, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

**7.7.4 DISCOUNTS, REBATES, AND REFUNDS**

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor’s cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

**7.7.5 ACCOUNTING RECORDS**

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

**7.7.6 NOTICE REQUIRED**

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

**7.7.7 APPLICABILITY TO SUBCONTRACTORS**

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

**7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME**

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a

complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

##### **8.1.1 CONTRACT TIME**

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

##### **8.1.2 NOTICE TO PROCEED**

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

##### **8.1.3 DAYS**

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

#### **8.2 HOURS OF WORK**

##### **8.2.1 SUFFICIENT FORCES**

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

##### **8.2.2 PERFORMANCE DURING WORKING HOURS**

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

##### **8.2.3 LABOR CODE APPLICATION**

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the Work or upon any part of the Work contemplated by this Contract,

is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

#### **8.2.4 COSTS FOR AFTER HOURS INSPECTIONS**

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

#### **8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS**

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

### **8.3 PROGRESS AND COMPLETION**

#### **8.3.1 TIME OF THE ESSENCE**

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Milestone Deadlines and Contract Time are reasonable periods for performing the Work.



### 8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

### 8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, shall achieve all Milestone Deadlines, and shall achieve Completion within the Contract Time.

## 8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

Contractor waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

### 8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK ONLY (EXCUSABLE DELAY)

The Contractor shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

- (a) The delay was beyond the control of Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events that were not reasonably foreseeable to Contractor at the time of bidding;
- (c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the achievement of a Milestone Deadline or the Completion of the whole Work within the Contract Time;
- (d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusual and uncommon weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

#### **8.4.2 COMPENSABLE DELAY (TIME AND MONEY)**

Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

#### **8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY**

For notice and other required procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

#### **8.4.4 EARLY COMPLETION**

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

#### **8.4.5 LIQUIDATED DAMAGES**

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth

in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

In addition, delaying another contractor's work on the Project or causing delay to the *completion* of the Project shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Contractor delays the work of others on the Project or *completion* of the Project itself.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess and withhold as provided in Article III of the Agreement and the Contract Documents.

#### **8.5 GOVERNMENT APPROVALS**

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

### **ARTICLE 9**

#### **PAYMENTS AND COMPLETION**

##### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### **9.2 COST BREAKDOWN**

###### **9.2.1 REQUIRED INFORMATION**

On forms approved by the Owner, the Contractor shall furnish the following:

- A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for the Work. Each item in the schedule of values shall include its proper share of the overhead and profit.
- B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness

as the Owner may require;

- C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number and classification, and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) the public works contractor registration number of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

## **9.2.2 OWNER ACCEPTANCE REQUIRED**

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

## **9.3 APPLICATIONS FOR PAYMENT**

### **9.3.1 PROCEDURE**

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following:

- A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due to each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The Owner approved additions to and subtractions from the Contract Sum and Time;

- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of Completion of the Contractor's Work by line item;
- I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason;
- J. Conditional and unconditional waivers and releases in exchange for progress payments, including final progress payments, in compliance with Civil Code sections 8132-8138; and
- K. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

### 9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

### 9.3.3 WARRANTY OF TITLE

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or

encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

#### **9.4 REVIEW OF PROGRESS PAYMENT**

##### **9.4.1 OWNER ACCEPTANCE**

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part.

##### **9.4.2 OWNER'S REVIEW**

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any withholdings under Section 9.5.1 or any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## 9.5 DECISIONS TO WITHHOLD PAYMENT

### 9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.
- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or within the Contract Time;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

- I. Failure of the Contractor to maintain record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform, including credits for any unspent special allowance or general contingency allowance;
- Q. The estimated cost of performing work pursuant to Section 2.4;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Contractor, including defense costs and attorneys' fees incurred due to Contractor's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor written notice of the items for which Owner is withholding amounts from a progress payment.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from a progress payment or based on a late progress payment, or if Contractor otherwise disputes any progress payment or lack thereof, within fifteen (15) days of the alleged breach of contract,



violation of law, or late or disputed progress payment Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

Despite any withholding from a progress payment, or any other dispute about a progress payment, Contractor shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.8, 7.1.1, 8.3.1, and 8.3.3.

#### **9.5.2 PAYMENT AFTER CURE**

When Contractor removes or cures the grounds for withholding amounts, 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.

#### **9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD**

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

### **9.6 PROGRESS PAYMENTS**

#### **9.6.1 PAYMENTS TO CONTRACTOR**

Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall withhold the other five percent (5%) of the undisputed value of the Work as retainage (or "retention"). The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of

Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplished with. Payment shall not be a waiver of any such direction.

#### **9.6.2 PAYMENTS TO SUBCONTRACTORS**

No later than ten (10) days after receipt of payment from Owner, 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, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

#### **9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION**

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

#### **9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT**

The Owner 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.

#### **9.6.5 PAYMENT TO SUPPLIERS**

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

#### **9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE**

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

#### **9.6.7 JOINT CHECKS**

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or 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. However, Owner has no duty to issue joint checks. In no event

shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

## **9.7 COMPLETION OF THE WORK**

### **9.7.1 CLOSE-OUT PROCEDURES**

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be Completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Sections 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that are not complete or correct. Contractor shall promptly Complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6).

Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq.*

### **9.7.2 COSTS OF MULTIPLE INSPECTIONS**

More than two (2) requests by Contractor to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

## **9.8 PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract

Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

## **9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION**

### **9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT**

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents. If required to do so under Labor Code section 1773.3(d), Owner shall withhold final payment.

### **9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT**

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in Section 9.3, and in addition, the following conditions must be fulfilled:

- A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
- B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.

- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.
- D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

### **9.9.3 RELEASE OF RETAINAGE**

Owner shall withhold not less than 5% of the Contract Sum ("retainage," or "retention") until Completion and acceptance of the Project, per Public Contract Code section 9203.

Owner may withhold from release or payment of retainage up to 150% of disputed amounts, including but not limited to the issues listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account.

Owner shall release the undisputed retainage within sixty (60) days after Completion of the Project. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from retention or based on a late payment or late release of retention, or if Contractor otherwise disputes any payment or release of retention or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed payment/release of retention Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

### **9.10 SUBSTITUTION OF SECURITIES**

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as

the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

##### **10.1.1 CONTRACTOR RESPONSIBILITY**

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

##### **10.1.2 SUBCONTRACTOR RESPONSIBILITY**

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

##### **10.1.3 COOPERATION**

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor,

the Owner, and all insurance carriers and loss prevention engineers.

#### **10.1.4 ACCIDENT REPORTS**

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

#### **10.1.5 FIRST-AID SUPPLIES AT SITE**

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

#### **10.2.1 THE CONTRACTOR**

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, equipment, tools, construction equipment, and machinery to be incorporated therein or necessary for the proper execution and Completion of the Work, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

#### **10.2.2 CONTRACTOR NOTICES**

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

#### **10.2.3 SAFETY BARRIERS AND SAFEGUARDS**

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

#### **10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL**

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

#### **10.2.5 FINGERPRINTING**

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

### **10.3 PROTECTION OF WORK AND PROPERTY**

#### **10.3.1 PROTECTION OF WORK**

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner; except that for projects not solely funded through revenue bonds, (a) Contractor shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Contract Sum, and (b) Contractor shall not be responsible for damages caused by an earthquake above 3.5 on the Richter Scale in magnitude to the extent that the damages exceed 5% of the Contract Sum, per Public Contract Code §7105(a).

#### **10.3.2 PROTECTION FOR ELEMENTS**

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

#### **10.3.3 SHORING AND STRUCTURAL LOADING**

The 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 the Contractor. All such items shall conform to the requirements of governing codes and all



laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special 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 or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

#### **10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS**

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

#### **10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES**

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

#### **10.3.6 SITE ACCESS**

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

#### **10.3.7 PROTECTION OF MATERIALS**

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

### **10.4 EMERGENCIES**

#### **10.4.1 EMERGENCY ACTION**

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

## **10.4.2 ACCIDENT REPORTS**

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

## **10.5 HAZARDOUS MATERIALS**

### **10.5.1 DISCOVERY OF HAZARDOUS MATERIALS**

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

### **10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS**

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

### **10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR**

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages,

losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner does not waive any immunities.

#### **10.5.4 NATURALLY OCCURRING ASBESTOS**

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

#### **10.5.5 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR**

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

#### **10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION**

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

#### **10.5.7 ARCHEOLOGICAL MATERIALS**

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

## ARTICLE 11

### INSURANCE AND BONDS

#### 11.1. CONTRACTOR'S LIABILITY INSURANCE

##### 11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims 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 Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and
- 11.1.1.4 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; and
- 11.1.1.5 claims involving blanket 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
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for

collapse, explosion, demolition, underground coverage, and excavating.  
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If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

#### **11.1.3 OWNER'S INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

#### **11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall 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 excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

#### **11.1.5 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 sublet, 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 Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

#### **11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE**

##### **11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood including tidal wave (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by a tidal wave up to 5% of the Contract Sum [except as provided in Section 11.1.6.2, below; see Public Contract Code §7105(a)]), earthquake (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by an earthquake above 3.5 magnitude on the Richter Scale up to 5% of the Contract Sum [except as provided in Section 11.1.6.3, below; see Public Contract Code §7105(a)]), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of-Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction 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 Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

#### 11.1.6.2 TIDAL WAVE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for a tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

#### 11.1.6.3 EARTHQUAKE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for an earthquake over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

#### 11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

#### 11.1.8 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

#### 11.1.9 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

### 11.1.10 **PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

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 Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

- (b) 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.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

### 11.1.11 **COMPLIANCE**

In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page 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 Owner and the Architect.

## 11.2 **PERFORMANCE AND PAYMENT BONDS**

### 11.2.1 **BOND REQUIREMENTS**

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full



of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. 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 Sum, 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 bond, the Owner may terminate the Contract for cause.

#### **11.2.2 SURETY QUALIFICATION**

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

### **ARTICLE 12**

#### **UNCOVERING AND CORRECTION OF WORK**

##### **12.1 UNCOVERING OF WORK**

###### **12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS**

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

###### **12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED**

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

## **12.2 CORRECTION OF WORK; WARRANTY**

### **12.2.1 CORRECTION OF REJECTED WORK**

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

### **12.2.2 REMOVAL OF NONCONFORMING WORK**

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

### **12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT**

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### **12.2.4 COST OF CORRECTING THE WORK**

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

### **12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)**

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its

obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

#### **12.2.6 NO TIME LIMITATION**

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents.

#### **12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT**

If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural-related Work shall be accepted that is not in conformance with the Contract Documents.

### **ARTICLE 13**

#### **MISCELLANEOUS PROVISIONS**

##### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

##### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations

under the Contract.

### **13.3 WRITTEN NOTICE**

In the absence of specific notice requirements in the Contract Documents, any written notice required by the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

### **13.4 RIGHTS AND REMEDIES**

#### **13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

#### **13.4.2 NO WAIVER**

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

### **13.5 TESTS AND INSPECTIONS**

#### **13.5.1 COMPLIANCE**

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

#### **13.5.2 INDEPENDENT TESTING LABORATORY**

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

retention.

### **13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD**

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

### **13.5.4 TESTING OFF-SITE**

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

### **13.5.5 ADDITIONAL TESTING OR INSPECTION**

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

### **13.5.6 COSTS FOR RETESTING**

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

### **13.5.7 COSTS FOR PREMATURE TEST**

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

### **13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to

avoid unreasonable delay in the Work.

### **13.6 [INTENTIONALLY LEFT BLANK]**

### **13.7 TRENCH EXCAVATION**

#### **13.7.1 TRENCHES GREATER THAN FIVE FEET**

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

#### **13.7.2 EXCAVATION SAFETY**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

#### **13.7.3 NO TORT LIABILITY OF OWNER**

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

#### **13.7.4 NO EXCAVATION WITHOUT PERMITS**

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

### **13.8 WAGE RATES**

#### **13.8.1 WAGE RATES**

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner 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 work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations (“Director”). These rates are on file with the Clerk of the Owner’s governing board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

### **13.8.2 HOLIDAY AND OVERTIME PAY**

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

### **13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS**

The Contractor shall pay and shall cause to be paid each worker engaged in the Work 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.

### **13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION**

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

### **13.8.5 FORFEITURE AND PAYMENTS**

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected 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. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor. Labor Code section 1777.1 shall also apply.

### **13.8.6 MINIMUM WAGE RATES**

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate

shall be retroactive to time of initial employment of such person in such craft or classification.

### **13.8.7 PER DIEM WAGES**

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

### **13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES**

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

### **13.9 RECORD OF WAGES PAID: INSPECTION**

#### **13.9.1 APPLICATION OF LABOR CODE**

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, 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 public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or



more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) 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 either the body awarding the contract or the Division of Labor Standards Enforcement of the DIR. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR 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 performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. 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 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) 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 nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint

Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, 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 Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

## **13.10 APPRENTICES**

### **13.10.1 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 at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and 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. Contractor shall pay apprentices for any preemployment activities, as set forth in Labor Code section 1777.5.

### **13.10.2 APPRENTICE LABOR POOL**

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, 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, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint

apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

#### **13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS**

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

#### **13.10.4 JOURNEYMAN/APPRENTICE RATIO**

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20)

working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** “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 joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

#### 13.10.5 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

#### 13.10.6 **APPRENTICE FUND**

A Contractor to whom the Contract is awarded 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 and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or

funds as set forth in the Labor Code section 227.

#### **13.10.7 PRIME CONTRACTOR COMPLIANCE**

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor.

#### **13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

#### **13.10.9 NO BIAS**

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

#### **13.10.10 VIOLATION OF LABOR CODE**

Pursuant to Labor Code sections 1777.1 and 1777.7, in the event a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, penalties shall apply, including among other things:

- (a) If a Contractor or Subcontractor willfully fails to comply, the Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.
- (b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of One Hundred Dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.
- (c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
- (d) Any funds withheld by the awarding body pursuant to this section shall be

deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

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

### **13.11 ASSIGNMENT OF ANTITRUST CLAIMS**

#### **13.11.1 APPLICATION**

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

#### **13.11.2 ASSIGNMENT OF CLAIM**

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

### **13.12 AUDIT**

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, 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 three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after

Completion of the Work, Owner shall also have the right to an audit of all of Contractor's books, records, subcontracts, material and equipment contracts, files, and information related to the Contract, and Contractor must cooperate by producing all requested items within seven (7) days.

### **13.13 STORM WATER DISCHARGE PERMIT**

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE**

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

#### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

##### **14.2.1 GROUNDS FOR TERMINATION**

The Owner may terminate performance of the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or

refuses or fails to take steps to adequately prosecute the Work to meet a Milestone Deadline or to Complete within the Contract Time;

- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

#### 14.2.2 NOTIFICATION OF TERMINATION

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

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient, including tender of completion to the Surety.

#### 14.2.3 PAYMENTS

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

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



#### 14.2.4 **WRONGFUL TERMINATION**

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

#### 14.2.5 **INCLUSION OF TERMINATION FOR CONVENIENCE**

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

### 14.3 **SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE**

#### 14.3.1 **SUSPENSION BY OWNER**

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

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

- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- B. That an equitable adjustment is made or denied under another provision of this Contract.

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

#### 14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

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

#### **14.4 NOT A WAIVER**

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

#### **14.5 MUTUAL TERMINATION FOR CONVENIENCE**

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

#### **14.6 EARLY TERMINATION**

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

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Guerra Construction Group: Change Order 1: for Gault Elementary School New Building Site Work

**MEETING DATE:** November 8, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Guerra Construction Group change order #1 for Gault Elementary School new building site work.

**BACKGROUND:**

This change order consists of additional labor and materials for waterproofing of the elevator foundation and building pad de-watering and stabilization due the excessively wet winter. This change order also includes the removal of trees that had developed surface roots that broke up the sidewalk. The previously approved contract amount was \$1,907,470.00 and the new total contract, including this change order, will be \$2,011,282.52. This change order also includes a 92-day increase to the contract due to groundwater delays; the original completion date was November 30, 2023, and with this change order the new completion date will be March 1, 2024.

**FISCAL IMPACT:**

Change Order #1 \$103,812.52 (5.44% increase to the contract), Measure B Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*



# AIA®

# Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Gault Elementary Modular Classroom Building	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 14 December 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: 10 October 2023
<b>OWNER:</b> <i>(Name and address)</i> Santa Cruz City School 133 Mission Street Suite 100, Santa Cruz, CA 95060	<b>ARCHITECT:</b> <i>(Name and address)</i> Bartos Architecture 300 8th Ave, San Mateo, CA 94401	<b>CONTRACTOR:</b> <i>(Name and address)</i> Guerra Construction Group 984 Memorex Dr, Santa Clara, CA 95050

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

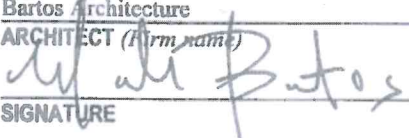
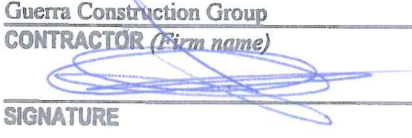
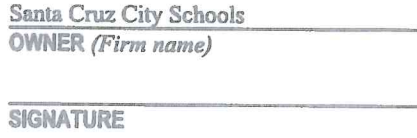
- PCO 01: Additional material and labor required for pad stabilization and de-watering due to excessive rain and ground water. \$58277
- PCO 02: Re-routing and connecting fire alarm to existing portable classrooms after demolition. \$5042.52
- PCO 09: Fire alarm conduit credit--net credit for FA system (\$8312)
- PCO 03: Electrical tracing and identification. \$2801
- PCO 04: Monterey Bay Air Resources Department demolition permit required for the five portables. \$2891
- PCO 05: Tree removal on Effey St by District request. \$17854
- PCO 06: Additional traffic control for AMS delivery of building modules. \$5609
- PCO 07: Waterproofing of elevator foundation and pit--moved from AMS scope to Site contractor's. \$24004
- PCO 08: Trane EMS controls credit. (\$13099)
- PCO 10: General conditions and contract extension due to weather and deliver delays. \$8745.00

The original Contract Sum was	\$ 1,907,470.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,907,470.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 103,812.52
The new Contract Sum including this Change Order will be	\$ 2,011,282.52

The Contract Time will be increased by Ninety Two (92) days.  
The new date of Substantial Completion will be 01 March 2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Bartos Architecture</u> ARCHITECT <i>(Firm name)</i>	<u>Guerra Construction Group</u> CONTRACTOR <i>(Firm name)</i>	<u>Santa Cruz City Schools</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Mark Bartos, Architect	Jaime Guerra, General Manager	Jim Monreal Assistant Superintendent, Business Services
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/23/23	10/24/23	
DATE	DATE	DATE



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

3/14/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)**

Dear Brian,

See below the cost associated with the above-mentioned extra work order.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

Work to include excavation and removal of 12" of soil at building pad area. Soil removal to include 5' overbuild area around building pad. Also includes geogrid fabric and 12" of virgin class II baserock. Approximately 6,500 SF of excavation.

	Costs: \$	49,927
15%	GC Markup: \$	7,489
	<b>Subtotal</b> \$	<b>57,416</b>
1.5%	<b>Bond</b> \$	<b>861</b>
	<b>Total</b> \$	<b>58,277</b>

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)**

**DESCRIPTION OF WORK**

Excavate and install sump on south side of pad to accommodate de-watering and filtration to on site storm drain. Dewatering shall be located adjacent to pad section excavation and be at a depth of 5' from finish floor.

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	1	\$ 30.00	8	\$ 240.00
Transport	0	\$ 170.00	0	\$ -
Dump Truck	0	\$ 140.00	0	\$ -
				\$ 240.00
<b>MATERIALS</b>				
Pipe and fittings for dewatering		\$ 427.15	1	\$ 427.15
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				\$ 427.15
			Subtotal:	\$ 3,817.31



CLIENT: Bartos Architects

DATE:

Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)

**DESCRIPTION OF WORK**

Begin excavation 2,200 SF Load and haul.

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	0	\$ 30.00	0	\$ -
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				\$ 1,120.00
<b>MATERIALS</b>				
Dump spoils		\$ 550.00	3	\$ 1,650.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				\$ 1,650.00
			Subtotal:	\$ 5,920.16



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)**

**DESCRIPTION OF WORK**

Finish excavation 2,200 SF Load and haul. Install fabric

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				<u>\$ 3,150.16</u>
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	0	\$ 30.00	0	\$ -
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				<u>\$ 1,120.00</u>
<b>MATERIALS</b>				
Dump spoils		\$ 550.00	3	\$ 1,650.00
Fabric		\$ 1,847.26	1	\$ 1,847.26
		\$ -	0	\$ -
		\$ -	0	\$ -
				<u>\$ 3,497.26</u>
			Subtotal:	\$ 7,767.42





CLIENT: Bartos Architects

DATE:

Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)

**DESCRIPTION OF WORK**

Install class II baserock and compact

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	1	\$ 30.00	8	\$ 240.00
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				\$ 1,360.00
<b>MATERIALS</b>				
Virgin Class II baserock		\$ 25.00	80	\$ 2,000.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				\$ 2,000.00
			Subtotal:	\$ 6,510.16



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)**

**DESCRIPTION OF WORK**

Middle 1/3 of building pad excavation and off haul

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				<u>\$ 3,150.16</u>
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	1	\$ 30.00	8	\$ 240.00
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				<u>\$ 1,360.00</u>
<b>MATERIALS</b>				
Dump spoils		\$ 550.00	3	\$ 1,650.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				<u>\$ 1,650.00</u>
			Subtotal:	\$ 6,160.16



CLIENT: Bartos Architects

DATE:

Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)

**DESCRIPTION OF WORK**

Middle 1/3 of building pad excavation and off haul. Install Fabric

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	1	\$ 30.00	8	\$ 240.00
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				\$ 1,360.00
<b>MATERIALS</b>				
Dump spoils		\$ 550.00	3	\$ 1,650.00
Fabric		\$ 921.41	1	\$ 921.41
		\$ -	0	\$ -
		\$ -	0	\$ -
				\$ 2,571.41
			Subtotal:	\$ 7,081.57



CLIENT: Bartos Architects

DATE:

Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)

**DESCRIPTION OF WORK**

Install class II baserock and compact at middle third

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	1	\$ 30.00	8	\$ 240.00
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				\$ 1,360.00
<b>MATERIALS</b>				
Virgin Class II baserock		\$ 25.00	80	\$ 2,000.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				\$ 2,000.00
			Subtotal:	\$ 6,510.16



CLIENT: Bartos Architects

DATE:

Re: 22-074 Gault ES - EWO: 1R2 Rock Stabilization (Actual)

**DESCRIPTION OF WORK**

Last 1/3 of building pad excavation and off haul

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	0	\$ 35.00	0	\$ -
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	1	\$ 30.00	8	\$ 240.00
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				\$ 1,360.00
<b>MATERIALS</b>				
Dump spoils		\$ 550.00	3	\$ 1,650.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				\$ 1,650.00
			Subtotal:	\$ 6,160.16



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
 TEL. 408.279.2027 FAX 408.279.2044

1/23/2023

Bartos Architects  
 c/o Brian Anderson  
 E-Mail:

**Re: 22-074 Gault ES - EWO: 02 Fire Alarm Re-route**

Dear Brian,

See below the cost associated with the above-mentioned extra work order.  
 Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

Work to include fire alarm re-route  
 (See attached backup)

	PSR Costs: \$	4,320	4,320
	<del>GCG Cost: \$</del>	<del>1,135</del>	0
	<b>Total</b> \$	<del>5,455</del>	4,320
15%	GC Markup: \$	<del>818</del>	648
	<b>Subtotal</b> \$	<del>6,274</del>	4,968
1.5%	Bond \$	<del>94</del>	74.52
	<b>Total</b> \$	<del>6,368</del>	<b>5,042.52</b>

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
 General Manager

# PROPOSAL

**PSR Electric, Electrical Contractor**  
Certified General Journeyman Electricians  
Bonded and Insured  
License number: 880548  
PUBLIC WORKS CONTRACTORS REGISTRATION  
#1000010224  
**"PROMPT SERVICE THAT'S RELIABLE"**  
1988 SERENATA CT, SANTA CRUZ CA, ZIP 95065  
Phone: 831-345-3914 Fax: 831-479-9034  
E-mail: [psrelectric@comcast.net](mailto:psrelectric@comcast.net)

JOB: GAULT PORTABLES FA  
DATE: 12/23/2022  
TO: GUERRA COSTRUCTION



## FIRE ALARM PORTABLES

INSTALL FCPS IN ROOM 24, REWIRE NAC CIRCUIT FEEDING PORTABLES 19 THROUGH 24 TO TIE INTO FACP, MOVE EOL TO ROOM 19.

RUN NEW SLC FEED FROM PULL CAN OUTSIDE MU ROOM TO PULL CAN BACK OF PORTABLE 24.

INSTALL CONTROL MODULE TO FACP AT PORTABLE 24 TO TRIP UPON GENERAL ALARM.

TEST ONCE COMPLETED ALSO INCLUDED

INVESTIGATION OF UNDERGROUND CONDUIT/PATHWAY FOR NEW CABLES FROM PULL CAN MU BUILDING TO PORTABLE 24

ADD DEDICATED CIRCUIT FOR FIRE ALARM NAC INSIDE PORTABLE 24

SC SYSTEM COST \$1,920.00

PSR COST \$2,400.00

**TOTAL PROPOSAL COST \$4,320**







LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

1/25/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 03 Pull Box Exploratory Work**

Dear Brian,

See below the cost associated with the above-mentioned extra work order.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

Work to include electrical exploratory work at pullbox next to main switchboard.

(See attached backup)

	PSR Costs:	\$	2,400
15%	GC Markup:	\$	360
	<b>Subtotal</b>	\$	2,760
1.5%	Bond	\$	41
	<b>Total</b>	\$	2,801

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager

# PROPOSAL

**PSR Electric, Electrical Contractor**  
Certified General Journeyman Electricians  
Bonded and Insured  
License number: 880548  
PUBLIC WORKS CONTRACTORS REGISTRATION  
#1000010224  
**"PROMPT SERVICE THAT'S RELIABLE"**  
1988 SERENATA CT, SANTA CRUZ CA, ZIP 95065  
Phone: 831-345-3914 Fax: 831-479-9034  
E-mail: [psrelectric@comcast.net](mailto:psrelectric@comcast.net)

JOB: GAULT ELEMENTARY  
DATE: 12/23/2022  
TO: GUERRA COSTRUCTION



INVESTIGATION OF MULTIPLE HOME RUNS POWER FEEDERS AT PULL BOX LOCATED NEXT TO EXISTING MAIN SWITCHBOARD, DETERMINATING HOW MANY SET OF WIRE FOR EACH HOME RUN, WIRE SIZE, BREAKER SIZE AND VERIFIED LABEL ARE CORRECT.

PROPOSAL COST FOR INVESTIGACION      \$2,400.00



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

2/9/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 04 Monterrey Bay Permit**

Dear Brian,

See below the cost associated with the above-mentioned extra work order.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

	GCG Costs:	\$	2,477
15%	GC Markup:	\$	371
	<b>Subtotal</b>	\$	2,848
1.5%	Bond	\$	43
	<b>Total</b>	\$	2,891

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

3/7/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 05 Tree Removal**

Dear Brian,

See below the cost associated with the above-mentioned extra work order.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

Demo of 40' high trees. Allow 3 days.

(See attached backup)

	GCG Costs:	\$	15,295
15%	GC Markup:	\$	<u>2,294</u>
	<b>Subtotal</b>	\$	17,590
1.5%	Bond	\$	<u>264</u>
	<b>Total</b>	\$	17,854

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 05 Tree Removal**

**DESCRIPTION OF WORK**

Demo and remove additional trees along north side of new classrooms. Grind stump to 18" below finish grade. Provide traffic control and no parking.

Dear Brian,	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	24	\$ 2,566.32
Operator	1	\$ 104.56	24	\$ 2,509.44
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	24	\$ 4,374.72
				<u>\$ 9,450.48</u>
<b>EQUIPMENT</b>				
Utility Truck (GCG)	1	\$ 35.00	24	\$ 840.00
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	1	\$ 95.00	1	\$ 95.00
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Knuckle boom	1	\$ 65.00	8	\$ 520.00
Stump grinder	1	\$ 50.00	8	\$ 400.00
wood chipper	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	16	\$ 2,240.00
				<u>\$ 4,095.00</u>
<b>MATERIALS</b>				
Green waste		\$ 350.00	5	\$ 1,750.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				<u>\$ 1,750.00</u>
			Subtotal:	\$ 15,295.48



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

6/15/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 06 Traffic Control**

Dear Brian,

See below the cost associated with the above-mentioned extra work order.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

(See attached backup)

	GCG Costs:	\$	4,805
15%	GC Markup:	\$	721
	<b>Subtotal</b>	\$	5,526
1.5%	Bond	\$	83
	<b>Total</b>	\$	5,609

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 06 Traffic Control**

**DESCRIPTION OF WORK**

Provide traffic control

	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	10	\$ 1,069.30
Operator	0	\$ 104.56	0	\$ -
Mason	0	\$ 97.89	0	\$ -
Laborer	1	\$ 91.14	10	\$ 911.40
				\$ 1,980.70
<b>EQUIPMENT</b>				
Utility Truck (GCG)	1	\$ 35.00	10	\$ 350.00
Skid Steer	0	\$ 55.00	0	\$ -
Excavator	0	\$ 95.00	0	\$ -
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	0	\$ 30.00	0	\$ -
Transport	0	\$ 170.00	0	\$ -
Dump Truck	0	\$ 140.00	0	\$ -
				\$ 350.00
<b>MATERIALS</b>				
Delineators	1	\$ 144.00	1	\$ 144.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
				\$ 144.00
			Subtotal:	\$ 2,474.70







LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

7/18/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 07 Waterproofing at Elevator & SD Modifications**

Dear Brian,

See below the cost associated with the above-mentioned extra work order.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

(See attached backup)

	GCG Costs:	\$	20,565
15%	GC Markup:	\$	<u>3,085</u>
	<b>Subtotal</b>	\$	23,649
1.5%	Bond	\$	<u>355</u>
	<b>Total</b>	\$	24,004

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 07 Waterproofing at Elevator & SD Modifications**

**DESCRIPTION OF WORK**

Excavate for storm drain tie-in  
Surface prep of concrete wall and apply water proof mastic

	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	1	\$ 35.00	8	\$ 280.00
Skid Steer	1	\$ 55.00	8	\$ 440.00
Excavator	1	\$ 95.00	8	\$ 760.00
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	0	\$ 30.00	0	\$ -
Transport	0	\$ 170.00	0	\$ -
Dump Truck	0	\$ 140.00	0	\$ -
				\$ 1,480.00
<b>MATERIALS</b>				
Waterproofing membrane and mastic	1	\$ 1,585.21	1	\$ 1,585.21
				\$ -
				\$ -
				\$ -
				\$ 1,585.21
			Subtotal:	\$ 6,215.37



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 07 Waterproofing at Elevator & SD Modifications**

**DESCRIPTION OF WORK**

Importing of backfill material  
 Install 6" SD pipe  
 Installation of water proof membrane

	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				<u>\$ 3,150.16</u>
<b>EQUIPMENT</b>				
Utility Truck (GCG)	1	\$ 35.00	8	\$ 280.00
Skid Steer	1	\$ 55.00	8	\$ 440.00
Excavator	1	\$ 95.00	8	\$ 760.00
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	0	\$ 30.00	0	\$ -
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	8	\$ 1,120.00
				<u>\$ 2,600.00</u>
<b>MATERIALS</b>				
Backfill Sand	1	\$ 13.00	36	\$ 468.00
Dump Fee (Dirt)	1	\$ 500.00	2	\$ 1,000.00
Pipe Fittings & Misc Materials	1	\$ 825.00	1	\$ 825.00
				\$ -
				<u>\$ 2,293.00</u>
			Subtotal:	\$ 8,043.16



**CLIENT:** Bartos Architects

**DATE:**

**Re: 22-074 Gault ES - EWO: 07 Waterproofing at Elevator & SD Modifications**

**DESCRIPTION OF WORK**

Backfill of SD pipe  
 Installation of perforated pipe at back of wall  
 Install drain rock

	QTY	COST	UNIT	EXTENSION
<b>LABOR</b>				
Foreman	1	\$ 106.93	8	\$ 855.44
Operator	1	\$ 104.56	8	\$ 836.48
Mason	0	\$ 97.89	0	\$ -
Laborer	2	\$ 91.14	8	\$ 1,458.24
				\$ 3,150.16
<b>EQUIPMENT</b>				
Utility Truck (GCG)	1	\$ 35.00	8	\$ 280.00
Skid Steer	1	\$ 55.00	8	\$ 440.00
Excavator	1	\$ 95.00	8	\$ 760.00
Jumping Jack	0	\$ 25.00	0	\$ -
48 Smooth Drum Roller	0	\$ 50.00	0	\$ -
84" Padded Drum Roller	0	\$ 70.00	0	\$ -
Laser	0	\$ 50.00	0	\$ -
Pump	0	\$ 30.00	0	\$ -
Transport	0	\$ 170.00	0	\$ -
Dump Truck	1	\$ 140.00	4	\$ 560.00
				\$ 2,040.00
<b>MATERIALS</b>				
Drain Rock	1	\$ 31.00	36	\$ 1,116.00
				\$ -
				\$ -
				\$ -
				\$ 1,116.00
			Subtotal:	\$ 6,306.16



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

8/29/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 08 EMS System Credit**

Dear Brian,

See below the credit associated with the deletion of the EMS system scope.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

(See attached backup)

**EMS System Credit: \$ (13,100)**

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

8/29/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail:

**Re: 22-074 Gault ES - EWO: 09 Low Voltage Raceway Credit**

Dear Brian,

See below the credit associated with the low voltage raceway at the admin.  
Cost includes labor, equipment, and material.

**GUERRA CONSTRUCTION COSTS**

(See attached backup)

**PSR Credit: \$ (8,312)**

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager



LIC.# 915544

984 MEMOREX DRIVE- SANTA CLARA, CALIFORNIA - 95050  
TEL. 408.279.2027 FAX 408.279.2044

10/11/2023

Bartos Architects  
c/o Brian Anderson  
E-Mail: Ba@bartosarchitecture.com

**Re: 22-074 Gault ES - EWO: 10R2 Contract Extension**

Dear Brian,

Due to weather & AMS delays, Guerra hereby requests a contract extension until March 01, 2024.

**Contract Completion Date:** November 30, 2023  
**New Completion Date:** March 01, 2024

(2) Toilets \$305/month:	\$1,220
Fencing:	\$6,272
<b>Subtotal:</b>	<b>\$ 7,492</b>
15% GC Markup:	\$ 1,124
<b>Subtotal</b>	<b>\$ 8,616</b>
1.5% Bond	\$ 129
<b>Temp Fence Rental &amp; Jobsite Trailer Total:</b>	<b>\$ 8,745</b>

Please contact our office if you have any questions or if you need additional information regarding this matter.

Kind Regards,

Jaime S. Guerra  
General Manager