

AGENDA FOR THE MEETING OF THE GOVERNING BOARD OF
THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

April 8, 2014

4:00 PM for CLOSED SESSION

REGULAR SESSION will begin upon conclusion of the Sierra County Board of Education Meeting
Downieville School, Downieville, California

This meeting will be available for videoconferencing at
Sierra County Office of Education, 109 Beckwith Rd., Room 4, Loyalton, CA 96118
In the case of a technological difficulty at either school site, videoconferencing will not be available.

Any individual who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at Sierra-Plumas Joint Unified School District, 109 Beckwith Road, Room 3, Loyalton, CA, 96118, and posted with the online agenda at <http://www.sierracountyofficeofeducation.org> (Government Code 54957.5)

A. CALL TO ORDER

(Please be advised that this meeting will be recorded.)

B. ROLL CALL

C. FLAG SALUTE

D. APPROVAL OF AGENDA

E. PUBLIC COMMENT FOR CLOSED SESSION

At this time, the meeting opens for any public comments regarding the Closed Session items.

F. CLOSED SESSION

The Board of Trustees and Superintendent Dr. Merrill M. Grant will move into Closed Session to discuss the following items:

1. Government Code §54957, Public Employee Discipline/Dismissal/Release
2. Government Code §54957, Public Employee Performance Evaluation
Title: Superintendent
3. Government Code §54957.6, Negotiations Regarding Employee Matters,
Superintendent Contract

G. RETURN TO OPEN SESSION

REPORT OUT will be given after the adjournment of the SCOE meeting and at the reconvening of this meeting.

ADJOURN FOR SIERRA COUNTY BOARD OF EDUCATION MEETING which will begin at 6 pm.

H. RECONVENE

REPORT OUT from Closed Sessions

I. INFORMATION/DISCUSSION ITEMS

1. Correspondence

- a. Letter of Concern from Patricia Whitley**

2. Superintendent's Report

- a. Smithneck Creek Meadow (Learning Landscapes)**
- b. Rotary Scholarships
- c. District Advisory Committee (DAC)
- d. Facilities
- e. Inter-District Attendance Agreements as follows: (under separate cover)**

New/Renewal	School Year:	Grade Entering	District of Residence	Receiving District
New	2013-14	4	Plumas	Sierra
New	2013-14	9	Plumas	Sierra
New	2013-14	12	Yuba	Sierra
Renew	2014-15	9	Sierra	Tahoe/Truckee
Renew	2014-15	K	Sierra	Tahoe/Truckee

3. Business Report

- a. Board Report-Expenditures by Object 7/1/13 to 3/31/14**
- b. Seventh Month Enrollments for the 2013-2014 School Year**
- c. Cafeteria Report per Board Policy 3555, Nutrition Program Compliance
 - i. Eligible individuals have been notified and are participating in the district's nutrition program. The district counts 182 students under our Free or Reduced status.
 - ii. "And Justice for All" or other approved Nutrition Programs Civil Rights posters are displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.
 - iii. "In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. In addition, California law prohibits discrimination on any basis identified in Government Code 12940.

4. Staff Reports (5 minutes)

5. SPTA Report (5 minutes)

6. Board Members' Report (5 minutes)

7. Public Comment –This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter. (Education Code 35145.5; Bylaw 9322; Government Code 54954.3)

- a. Current location
- b. Videoconference location

J. CONSENT CALENDAR

1. Approval of the minutes of the Regular Board meeting held March 11, 2014**
2. Approval of the bill warrants for the month of March 2014**
3. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending March 31, 2014. It is required per Education Code 35186 section (d) *that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.* No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra-Plumas Joint Unified School District during the quarter ending March 31, 2014.
4. Retract basketball coaching assignments, due to clerical error, of
 - 7th Grade Girls: Sheri Roen
 - 8th Grade Boys: Bryan Griffin
5. Assignment of Ben Roberti, 2013-2014 Baseball Coach, Loyalton High School
6. Assignment of Randi Durney, 2013-2014 Basketball Coach 7th Grade Girls, Loyalton High School
7. Assignment of Chris Gavin, 2013-2014 Basketball Coach 8th Grade Boys, Loyalton High School

K. ACTION ITEMS

1. Unfinished Business and General Orders

- 1314-186 Public Notification and Approval of Board Policy 6146.1, High School Graduation Requirements, revision^^

2. New Business

- 1314-187 Presentation of the Sierra-Plumas Joint Unified School District Teachers Association Initial Proposal for the 2014-2015 school year (Doyle)^
- 1314-186 Adoption of Resolution No. 13-009, Reduction in Confidential Positions** (Grant)
- 1314-187 Authorization to fill Cook I position, Loyalton Elementary School, 1.0 FTE (Grant)
- 1314-188 Authorization to Pay Classified (Walk On) Coaches for the 2014-15 School Year** (Grant)
- 1314-189 Approval of 2014-15 Certificated Extra Duty Assignments** (Grant)
- 1314-190 Approval of Single Plan for Student Achievement, Loyalton Elementary School** (Cooper)
- 1314-191 Approval of Single Plan for Student Achievement, Loyalton High School** (Stock)
- 1314-192 Approval of Single Plan for Student Achievement, Downieville Elementary School and Jr/Sr High School** (Cooper)
- 1314-193 Approval of 1st Reading, 2014-15 School Calendar^^ (Grant)

Sierra-Plumas Joint Unified School District
Governing Board Agenda
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- 1314-194 Authorization for Superintendent to Enter Into a Transportation Agreement with Plumas Unified School District** (Grant)
- 1314-195 Adoption of Bus Driver Job Description, No. 217** (Grant)
- 1314-196 Adoption of Bus Driver Salary Schedule** (Grant)
- 1314-197 Authorization to Hire Bus Drivers, up to 2.0 FTE (Grant)
- 1314-198 Authorization for Superintendent to go out to Bid for Downieville School Painting Project (Grant)
- 1314-199 Authorization to go out to Bid for Loyalton High School Paving Project Contracted on a Lease-Leaseback Basis** (Grant)
- 1314-200 Old Loyalton Middle School, 605 School Street, Loyalton**

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS (President)

- 1314-201 Approval of Board Policy 6164.2, Guidance/Counseling Services, new^^
- 1314-202 Approval of Board Policy and Administrative Regulation 6173.1, Education for Foster Youth, revision^^
- 1314-203 Approval of Board Policy 6177, Summer Learning Programs, revision^^
- 1314-204 Approval of Board Policy and Administrative Regulation 7214, General Obligation Bonds^^
- 1314-205 Approval of Board Policy and Administrative Regulation 6179, Supplemental Instruction, revision^^

L. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on May 13, 2014, at Sierra County Office of Education, 109 Beckwith Rd., Room 4, Loyalton, CA 96118, beginning with Closed Session, as needed, at 5 pm and the Regular Board Meeting at 6:00 pm.
2. Suggested Agenda items
 - a. _____

M. ADJOURNMENT



Dr. Merrill M. Grant, Superintendent

**enclosed

*handout

^^County agenda backup

RECEIVED

MAR 18 2014

**SCOE
S-PJUSD**

March 13, 2014

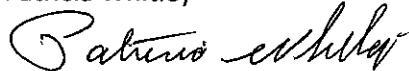
Sierra Plumas Joint Unified School District
Box 955
Loyalton, Ca. 96118

Dear School Board Members;

I understand that you are considering hiring a new school bus service. I as a concerned citizen take exception to that idea for the following reasons. (1) Loss of Local Business (2) Loss of jobs in an already depressed economy (3) With the loss of local jobs families move which impacts our schools and tax base (4) Due to the fact that we are a frontier rural area jobs are already hard to come by and the loss of any more businesses will be a negative impact on the future of our area, and will affect the sustainability of our schools, to say nothing about the sustainability of our town.

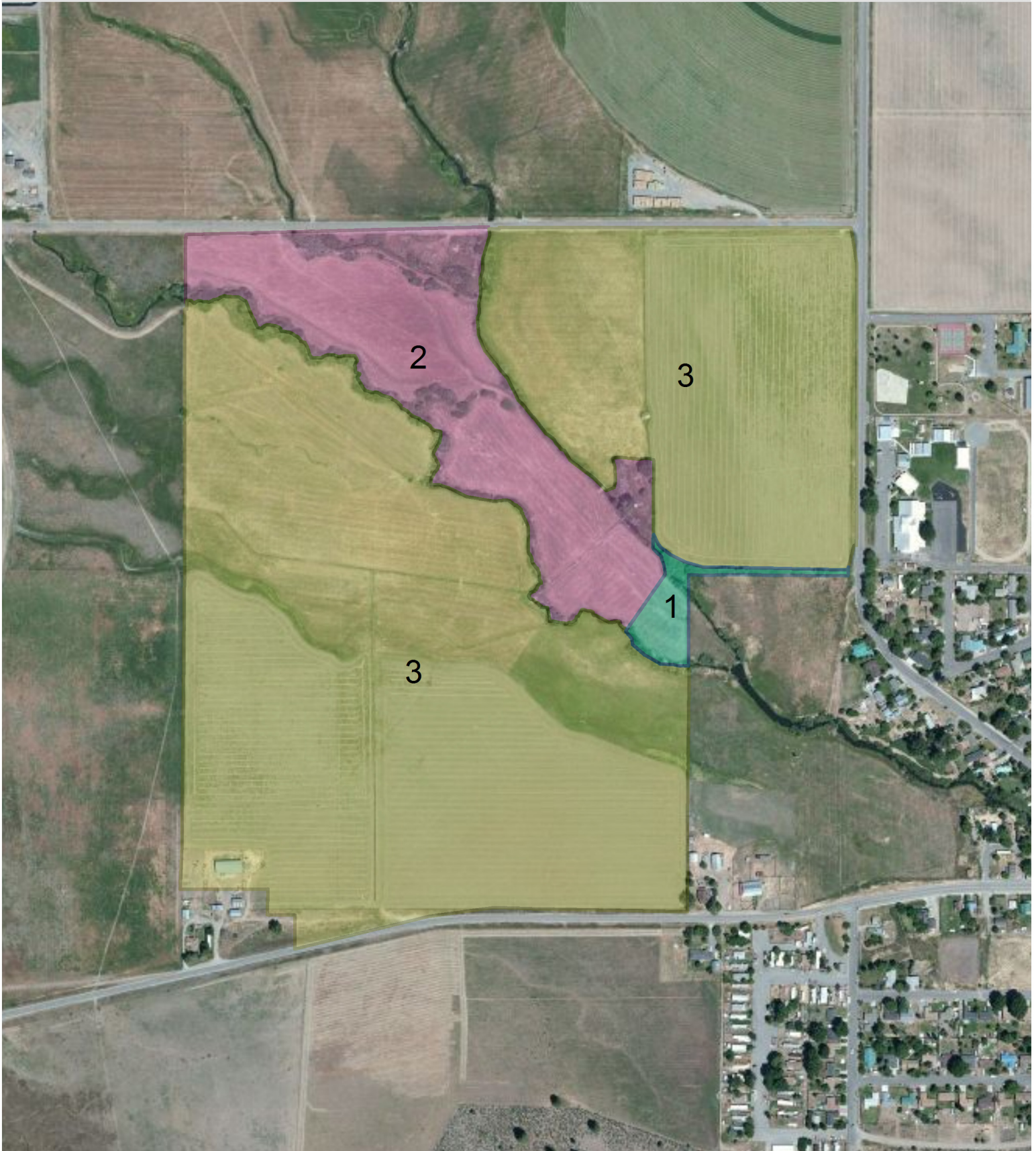
Please think long and hard about this decision that would remove a 75 year old local business with a clean record of no accidents in all these years which has resulted in keeping our children safe.

Thank you for your consideration
Patricia Whitley






P.S. Please include this letter as part of your agenda item on this issue.

Chadwick Easement



Chadwick Ranch

-  Education & Habitat Zone 1
-  Education & Habitat Zone 2
-  Agriculture Zone 3

0 0.05 0.1 Miles



Parcel boundary and zones are estimated.
Map created 3/22/2013

Balances through March						Fiscal Year 2013/14
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD						
1100	Teachers Salaries	1,387,062.00	1,399,221.00	409,081.71	982,776.45	7,362.84
1120	Certificated Substitutes	41,028.00	44,190.00		24,740.00	19,450.00
1300	Certificated Superv/Admin Sala	232,629.00	238,706.00	62,436.24	180,897.98	4,628.22-
1310	Teacher In Charge/Head Teacher	16,000.00	16,000.00	3,000.00	9,000.00	4,000.00
1900	Other Certificated Salaries	13,323.00	10,633.00	2,481.45	8,400.54	248.99-
	Total for Object 1000	1,690,042.00	1,708,750.00	476,999.40	1,205,814.97	25,935.63
2100	Instructional Aides Salaries	164,218.00	127,148.00	41,360.30	84,267.10	1,520.60
2200	Classified Support Salaries	224,875.00	255,930.00	59,267.77	185,382.52	11,279.71
2220	Classified Support Substitute	13,810.00	13,666.00		13,210.59	455.41
2300	Classified Sup/Admin Salaries	2,160.00	3,150.00		1,215.00	1,935.00
2400	Clerical & Office Salaries	231,727.00	241,984.00	64,924.78	174,094.31	2,964.91
2900	Other Classified Salaries	22,884.00	22,850.00	8,051.30	15,147.79	349.09-
	Total for Object 2000	659,674.00	664,728.00	173,604.15	473,317.31	17,806.54
3101	State Teachers Retirement Syst	133,345.00	130,066.00	37,642.80	93,888.40	1,465.20-
3102	State Teachers Retirement Syst	825.00	184.00		64.45	119.55
3201	Public Employees Retirement Sy	6,248.00	6,025.00	1,721.22	4,466.96	163.18-
3202	Public Employees Retirement Sy	68,286.00	62,069.00	16,499.28	45,532.15	37.57
3212	Pers Pickup-Classified Employe	9,156.00	8,483.00	2,112.18	6,142.28	228.54
3311	OASDI-Certificated Positions	3,240.00	3,514.00	869.70	2,786.98	142.68-
3312	OASDI-Classified Positions	39,565.00	39,967.00	10,564.86	28,687.71	714.43
3321	Medicare-Certificated Position	24,434.00	22,220.00	6,376.26	16,231.79	388.05-
3322	Medicare-Classified Positions	9,416.00	9,400.00	2,470.79	6,738.19	191.02
3401	Health & Welfare -Certificated	406,791.00	381,637.00	113,141.85	268,495.79	.64-
3402	Health & Welfare-Classified Po	148,031.00	159,044.00	39,953.85	118,153.82	936.33
3501	State Unemployment Insurance-C	906.00	834.00	238.62	1,149.40	554.02-
3502	State Unemployment Insurance-	328.00	330.00	86.85	1,064.81	821.66-
3601	Workers' Compensation Insuranc	99,121.00	90,688.00	26,052.72	65,994.55	1,359.27-
3602	Workers' Compensation Insuranc	36,748.00	36,702.00	9,644.70	26,302.23	755.07
3701	Retiree Benefits Cert.	121,500.00				.00
3901	Other Benefits, Certificated P	419.00	116,888.00	132.96	13,268.66	103,486.38
3902	Other Benefits, Classified Pos				22,670.28	22,670.28-
	Total for Object 3000	1,108,359.00	1,068,051.00	267,508.64	721,638.45	78,903.91
4100	Textbooks	13,579.00	106,024.00		44,272.02	61,751.98
4200	Books Other Than Textbooks			634.70	2,610.71	3,245.41-
4300	Materials and Supplies	93,128.00	122,614.00	21,541.87	82,779.07	18,293.06

Balances through March						Fiscal Year 2013/14
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
4350	Vehicle Maint. M&S	9,766.00	9,766.00	3,143.21	1,852.94	4,769.85
4400	Non-Capital Equipment (Up to \$		13,360.00	2,472.32	8,599.40	2,288.28
	Total for Object 4000	116,473.00	251,764.00	27,792.10	140,114.14	83,857.76
5100	Subagreement for Services	601,532.00	601,532.00	165,091.66	436,369.50	70.84
5200	Travel & Conferences	42,563.00	53,972.00	7,865.86	21,199.26	24,906.88
5300	Dues & Membership	5,447.00	8,828.00	514.65	8,138.49	174.86
5400	Insurance-Fire, liability, etc	52,000.00	52,000.00		47,105.88	4,894.12
5510	Power	84,845.00	80,088.00	22,503.57	50,444.22	7,140.21
5520	Garbage	13,563.00	12,813.00	2,489.28	4,401.71	5,922.01
5530	Water	52,850.00	52,850.00	17,638.83	43,850.16	8,638.99-
5540	Propane	67,375.00	66,500.00	8,533.81	43,466.19	14,500.00
5590	Miscellaneous Utilities	15,500.00	15,500.00	5,065.78	9,934.22	500.00
5600	Rentals, Leases & Repairs	28,650.00	33,300.00	10,459.04	20,760.34	2,080.62
5800	Services & Operating Expense	5,000.00	5,000.00	750.00	1,070.00	3,180.00
5810	Legal Expenses	10,000.00	10,000.00	18.75	343.75	9,637.50
5812	Board Election Expense	1,239.00	1,239.00			1,239.00
5840	Audit Expense	13,500.00	13,500.00	1,500.00	12,000.00	.00
5860	Solid Waste Tax	14,561.00	13,761.00	4,495.12	3,464.11	5,801.77
5870	Property Tax - Pliocene Mobil	328.00				.00
5890	Miscellaneous Contracts/Servic	404,476.00	347,217.00	94,627.67	268,343.43	15,754.10-
5899	SCOE Interagency Reimburse			6,409.88	2,193.22	8,603.10-
5900	Communications	3,250.00	3,250.00	369.95	2,869.85	10.20
5910	Telephone-Monthly Service	16,991.00	16,502.00	6,491.95	3,581.02	6,429.03
5920	T Lines	4,800.00	4,800.00		243.15	4,556.85
5990	Other Communications	225.00	225.00		213.23	11.77
	Total for Object 5000	1,438,695.00	1,392,877.00	354,825.80	979,991.73	58,059.47
6200	BUILDING & IMPROVEMENT OF BUIL	100,000.00	130,450.00		38,753.02	91,696.98
6400	Equipment	21,000.00	21,000.00			21,000.00
6500	Equipment Replacement		25,200.00		10,677.19	14,522.81
	Total for Object 6000	121,000.00	176,650.00	.00	49,430.21	127,219.79
7142	Other Tuition, Excess Cost, an	27,125.00				.00
7310	Direct Support/Indirect Costs					.00
7613	Transfer to State Sch Bldg Fun	376,834.00				.00
7616	Trans fr Gen Fund to Cafeteria	76,474.00	82,273.00		45,980.84	36,292.16
7619	Other Interfund Transfers Out		87,600.00			87,600.00

Balances through March						Fiscal Year 2013/14
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
	Total for Object 7000	480,433.00	169,873.00	.00	45,980.84	123,892.16
	Total for Expense accounts	5,614,676.00	5,432,693.00	1,300,730.09	3,616,287.65	515,675.26
	Total for Org 006, Fund 01 and Expense accounts	5,614,676.00	5,432,693.00	1,300,730.09	3,616,287.65	515,675.26

ENROLLMENT BY SCHOOL MONTH 2013-2014

	Loyalton Elementary	Loyalton Jr High	Loyalton Sr High	Downieville Elementary	Downieville Jr/Sr High	Sierra Pass Cont	Long Term ISP	TOTAL
Ending 2012-2013	162	45	109	30	26	8	12	392
1st Day 2013-2014	171	43	102	30	21	8	11	386
2013 CALPADS	172	counted w/LHS	146	29	21	9	16	393

	Month	Loyalton Elementary	Loyalton Jr High	Loyalton Sr High	Downieville Elementary	Downieville Jr/Sr High	Sierra Pass Cont	Long Term ISP	TOTAL
September	1	167	44	95	29	21	9	14	379
October	2	167	44	92	29	21	9	14	376
November	3	169	43	92	31	21	8	14	378
December	4	166	43	89	31	21	8	15	373
January	5	165	43	90	32	21	10	12	373
February	6	164	40	91	33	21	11	12	372
March	7	166	40	91	32	21	11	14	375
April	8								
May	9								
June	10								

2013-2014	<u>S-PJUSD</u>	<u>SDC</u>	<u>Washoe Cnty</u>
P-1 ADA	351.97	0	13.23
P-2 ADA			
Annual ADA			

Enrollment difference from June 2013 to
March 21, 2014: -17

2012-2013 P1 ADA = 361.62
2012-2013 P2 ADA= 363.89
2012 -2013 Annual ADA = 365.21

MINUTES FOR THE REGULAR MEETING OF THE GOVERNING BOARD OF
THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
March 11, 2014
Sierra County Office of Education, Loyalton, California

A. CALL TO ORDER

President Mike Moore called the meeting to order 5:21 pm.

B. ROLL CALL

PRESENT: Mr. Mike Moore, President
Mr. Tim Driscoll, Vice President
Ms. Sharon Dryden, Clerk
Ms. Patty Hall, Member

ABSENT: Mr. Allen Wright, Member

VACANT: None

C. APPROVAL OF THE AGENDA

DRISCOLL/HALL

AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

D. PUBLIC COMMENT FOR CLOSED SESSION

At this time, the meeting opened for any public comments regarding the Closed Session item.
There was no public comment.

E. CLOSED SESSION

The Board of Trustees, Superintendent Dr. Merrill M. Grant and Business Manager Rose Asquith moved into Closed Session to discuss the following item:

1. Government Code §54957, Employee Discipline/Dismissal/Release

RETURN TO OPEN SESSION

REPORT OUT

ADJOURN TO SIERRA COUNTY OFFICE OF EDUCATION REGULAR MEETING at 5:58 pm.

READJOURNED TO SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT at 6:45 pm.

F. INFORMATION / DISCUSSION ITEMS

1. SUPERINTENDENT'S REPORT

- a. Loyalton High School Parking Lot Project Update is underway
- b. Loyalton High School Track Oval & Middle Field Project is in process with Kevin overseeing the project and Steven Alfred, Professional Land Surveyor, completing a site plan.

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- c. Facilities – Dr. Grant hopes to have a schematic of potential landscaping for the front of Loyalton High School
- d. Technology Task Force reported that equipment has been ordered to prepare for the Smarter Balanced Assessments
- e. Three students have qualified to receive scholarships from the California Scholastic Federation and will attend a regional conference with a potential of receiving additional scholarships. There were ten students chosen from our region; three are from our district.
- f. Inter-District Attendance Agreements

2. BUSINESS REPORT

- a. Board Report-Expenditures by Object 7/1/13 to 2/28/14
- b. Sixth Month Enrollments for the 2013-2014 School Year
- c. Letter from Division of the State Architect – Certification & Close of File
- d. Letter from California Department of Education

3. STAFF REPORTS

Marla Stock and Derek Cooper reported on the events at their sites.

4. SPTA REPORTS

There were no reports.

5. BOARD MEMBERS' REPORTS

There were no reports.

6. PUBLIC COMMENT

President Moore opened the meeting for public comment at 7:01 pm.

Doug Peterman of Sierra Transportation, Downieville location, spoke his support for White's Transportation.

President Moore closed the meeting for public comment at 7:03 pm.

G. CONSENT CALENDAR

The following items were included on the consent calendar:

- a) Approval of the minutes of the Regular Board meeting held February 11, 2014
- b) Approval of the bill warrants for the month of February 2014
- c) Assignment of Laural Colberg, Instructional Aide, 5.25 hours daily, Loyalton High School, effective February 12, 2014, funded by English Language Learner and Title 1
- d) Assignment of Steve Fillo, 2013-14 Varsity Girls Basketball Coach, Downieville

DRYDEN/HALL

AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

H. ACTION ITEMS

1. UNFINISHED BUSINESS AND GENERAL ORDERS

- 1314-167 Acceptance of the Resignation of Ruth Ann Savarino as of June 30, 2014, and Recommend Payment for "Option A" up to the Health and Welfare Current Cap (February Item 1314-141)
DRYDEN/HALL
AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

2. NEW BUSINESS

- 1314-168 Adoption of Revised 2013-14 Board of Education Meeting Calendar (changes for July and November meetings)
DRYDEN/HALL
AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

- 1314-169 Resolution No. 13-007, Reduction and Elimination of Particular Kinds of Service for 2014-2015, Certificated Employees
DRYDEN/DRISCOLL
DRISCOLL: AYE
DRYDEN: AYE
HALL: AYE
MOORE: AYE
WRIGHT: ABSENT

- 1314-170 Adoption of Resolution No. 13-008, Release of Certificated Administrative Employees for 2014-2015
Dryden motioned to adopt Resolution No. 13-008.DRISCOLL seconded.
ROLL CALL VOTE
DRISCOLL: AYE
DRYDEN: AYE
HALL: AYE
MOORE: AYE
WRIGHT: ABSENT

- 1314-171 Discussion and Possible Approval of Superintendent Evaluation Instrument
HALL motioned to approve the Superintendent Evaluation Instrument, requesting a more identifiable heading/DRYDEN seconded.
AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

- 1314-172 Transportation Presentation
Dr. Grant showed a power point presentation describing the proposed leasing of buses with Plumas Unified school District for SPJUSD students' transportation. Several excellent questions were asked by the public. Dr. Grant explained that the District encroachment is \$173,000; the State allots \$48,000. We would have buses available for field trips and sporting events.
MOORE expressed awareness of the impact on our local community. The intention is to purchase gas locally as well as employ local people.

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Doug Peterman, Sierra Transportation, stressed that the bus company is the one responsible for maintenance and diesel particulate filters and recommended that the board confirm that is included in the lease.
Brian Davey, parent, asked if we had researched leasing the buses from White's, Inc. Dr. Grant explained that White's buses will not meet standards in a couple of years. This idea will be further developed at the next transportation meeting.

- 1314-173 Authorization for Superintendent to go out to bid for the Loyalton High School Parking Lot Paving Project
DRYDEN/DRISCOLL
AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT
- 1314-174 Adopt 2013-2014 Second Interim, Actuals as of January 31, 2014
HALL/DRISCOLL
AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

DRISCOLL motioned to approve Items 175 through 182, 184 and 185. HALL seconded.
AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

- 1314-175 Approval of Board Policy and Administrative Regulation 5123, Promotion/Acceleration/Retention, revision
- 1314-176 Approval of Board Policy and Administrative Regulation, 5141.21, Administering Medication and Monitoring Health Conditions, revision
- 1314-177 Approval of Board Policy, 5145.3, Nondiscrimination/Harassment, revision
- 1314-178 Approval of Board Policy 5146, Married/Pregnant/Parenting Students, revision
- 1314-179 Approval to DELETE Administrative Regulation 5146, Married/Pregnant/Parenting Students, revision
- 1314-180 Approval to DELETE Board Policy 5148, Child Care and Development, revision
- 1314-181 Approval of Board Policy 6142.91, Reading/Language Arts Instruction, revision
- 1314-182 Approval to DELETE Administrative Regulation 6142.91, Reading/Language Arts Instruction, revision
- ~~1314-183 Approval of Board Policy 6146.1, High School Graduation Requirements, revision~~
This item was pulled from the agenda for further research.
- 1314-184 Approval of Administrative Regulation 6159.4, Behavioral Interventions for Special Education Students, revision
- 1314-185 Approval of Board Policy and Administrative Regulation 6162.51, State Academic Achievement Tests, revision

Sierra-Plumas Joint Unified School District
Minutes of the School District Governing Board
Regular Meeting
March 11, 2014

I. ADVANCED PLANNING

1. The next Regular Board Meeting will be held on April 8, 2014, Downieville School, Downieville, California, beginning with Closed Session, as needed, and the regular meeting immediately following the 6:00 pm meeting of the Sierra County Board of Education.
2. Suggested Agenda items:
 - a. Old Loyalton Middle School/Museum
 - b. Recommendation to the Board in regards to Transportation

J. ADJOURNMENT

DRISCOLL/HALL

AYE: DRISCOLL, DRYDEN, HALL, MOORE NO: 0 ABSENT: WRIGHT

ADJOURNED at 8:26 pm.

Sharon Dryden, Clerk

Dr. Merrill M. Grant, Superintendent

Checks Dated 03/01/2014 through 03/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00079143	03/12/2014	ALPINE FIRE SERVICE, INC.	01-5600		950.82
00079144	03/12/2014	BACH COMPANY	01-4300		2,682.12
00079145	03/12/2014	CALIFORNIA ASSOC. FFA ANGIE MILES, FINANCIAL SERVICE	01-4300		8.50
00079146	03/12/2014	CENTRAL SANITARY SUPPLY	01-4300	1,458.25	
			01-5899	1,391.04	2,849.29
00079147	03/12/2014	CITY OF LOYALTON	01-5530	4,148.65	
			01-5899	230.57	4,379.22
00079148	03/12/2014	DEREK COOPER	01-5200		232.96
00079149	03/12/2014	FLINN SCIENTIFIC, INC.	01-4300		86.51
00079150	03/12/2014	GOLD COUNTRY DISTRIBUTORS	13-4700		221.00
00079151	03/12/2014	JOSE GONZALEZ	13-8634		113.90
00079152	03/12/2014	W.W. GRAINGER, INC.	01-4300		233.17
00079153	03/12/2014	MERRILL GRANT	01-5200		384.16
00079154	03/12/2014	HEAT TRANSFER SYSTEMS	01-4300		1,847.68
00079155	03/12/2014	HUNT & SONS, INC.	01-5590		567.00
00079156	03/12/2014	INLAND SUPPLY	01-4300	104.81	
			01-5899	34.94	139.75
00079157	03/12/2014	K 12 MANAGEMENT INC.	01-5890		2,044.00
00079158	03/12/2014	KATHLEEN A. O'HARA KELLY	01-5890		475.00
00079159	03/12/2014	LIBERTY UTILITIES	01-5510	5,386.04	
			01-5899	328.96	5,715.00
00079160	03/12/2014	LOYALTON HIGH SCHOOL	01-5200		125.00
00079161	03/12/2014	MODEL DAIRY, LLC	13-4700		437.26
00079162	03/12/2014	MIKE MOORE	76-9576		371.45
00079163	03/12/2014	NFHS	01-5200		260.00
00079164	03/12/2014	NATIONWIDE SALES & SERVICE	01-4300		96.51
00079165	03/12/2014	CRM GROUP	40-5890		1,750.00
00079166	03/12/2014	PACIFIC GAS & ELECTRIC COMPANY	01-5510		1,898.80
00079167	03/12/2014	SCHOOL OUTFITTERS	01-4400		517.56
00079168	03/12/2014	SCHOOL PATHWAYS LLC	01-5800		150.00
00079169	03/12/2014	SIERRA HARDWARE	01-4300		295.39
00079170	03/12/2014	SIERRA VALLEY HOME CENTER	01-4300		295.58
00079171	03/12/2014	SIERRA TRANSPORTATION COMPANY, LLC	01-5100	15,145.97	
			01-5890	2,499.97	17,645.94
00079172	03/12/2014	CDE, CASHIER'S OFFICE	13-4700		145.60
00079173	03/12/2014	MARLA STOCK	01-5200		94.00
00079174	03/12/2014	SUBURBAN PROPANE	01-5540	5,441.43	
			01-5899	118.54	5,559.97
00079175	03/12/2014	U.S. BANK	01-4300		257.14
00079176	03/12/2014	US FOODSERVICE, INC.	13-4300	461.08	
			13-4700	2,052.88	2,513.96
00079177	03/12/2014	VOYAGER FLEET SYSTEMS INC.	01-4300	206.61	
			01-5200	462.13	
			01-5899	20.84	
			01-9210	135.08	824.66

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

ESCAPE ONLINE

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Checks Dated 03/01/2014 through 03/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00079178	03/12/2014	WHITE'S SIERRA STATION, INC	01-4350		79.76
00079179	03/27/2014	AIRGAS, USA, LLC	01-5600		82.26
00079180	03/27/2014	AT&T	01-5890	29.68	
			01-5899	15.75	
			01-5910	352.05	397.48
00079181	03/27/2014	B & C TRUEVALUE HOME CENTER	01-4300		212.50
00079182	03/27/2014	SUSAN BAKER	01-5200		107.00
00079183	03/27/2014	BSN SPORTS INC	01-4300		178.31
00079184	03/27/2014	BURNEY'S	13-4300		157.20
00079185	03/27/2014	DIRECT DIGITAL CONTROLS, INC	01-6500		2,497.51
00079186	03/27/2014	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530		102.60
00079187	03/27/2014	GOLD COUNTRY DISTRIBUTORS	13-4700		168.64
00079188	03/27/2014	CAROLINE GRIFFIN	01-5200		90.72
00079189	03/27/2014	HUNT & SONS, INC.	01-5590		826.08
00079190	03/27/2014	INLAND SUPPLY	01-4300		1,281.99
00079191	03/27/2014	JC ENTERPRISES	01-4300		1,218.11
00079192	03/27/2014	K 12 MANAGEMENT INC.	01-5890		175.00
00079193	03/27/2014	MARIAN LAVEZZOLA	01-5600		200.00
00079194	03/27/2014	MODEL DAIRY, LLC	13-4700		611.65
00079195	03/27/2014	NASCO MODESTO CORP.	01-4300		224.31
00079196	03/27/2014	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571		33,465.00
00079197	03/27/2014	PACIFIC GAS & ELECTRIC COMPANY	01-5510		22.29
00079198	03/27/2014	PITNEY BOWES	01-4300		65.78
00079199	03/27/2014	QUILL CORPORATION	01-4300		543.74
00079200	03/27/2014	RAY MORGAN COMPANY	01-5600	2,028.64	
			01-5899	39.08	2,067.72
00079201	03/27/2014	RICHARD GRIFFIN CONSTRUCTION	01-6200		14,708.60
00079202	03/27/2014	ROTARY CLUB OF LOYALTON	01-5200	249.00	
			01-5300	54.00-	195.00
00079203	03/27/2014	SIERRA COUNTY HEALTH DEPARTMENT	01-5510		289.50
00079204	03/27/2014	SIERRA DISPOSAL	01-5520	571.50	
			01-5899	13.50	585.00
00079205	03/27/2014	STAPLES CONTRACT & COMM.	01-4300		148.93
00079206	03/27/2014	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890		64.00
00079207	03/27/2014	CDE, CASHIER'S OFFICE	13-4700		41.60
00079208	03/27/2014	SUBURBAN PROPANE	01-5540		15.85
00079209	03/27/2014	TRI COUNTY SCHOOLS INS. GR.	01-3902	1,909.62	
			01-9535	12,990.38	
			76-9576	57,940.36	72,840.36
00079210	03/27/2014	U.S. BANK	01-4300	506.39	
			01-5200	666.58	
			01-5890	12.99	1,185.96
00079211	03/27/2014	VERIZON WIRELESS	01-5910		227.63
Total Number of Checks				69	191,246.98

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

ESCAPE ONLINE

Page 2 of 3

Checks Dated 03/01/2014 through 03/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	57	93,309.36
13	Cafeteria Fund	9	4,410.81
40	Special Reserve for Capital Ou	1	1,750.00
76	Warrant/Pass Though (payroll)	3	91,776.81
Total Number of Checks		69	191,246.98
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			191,246.98

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

ESCAPE ONLINE

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SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 13-009

REDUCTION IN CONFIDENTIAL POSITIONS

WHEREAS, the Sierra-Plumas Joint Unified School District Governing Board met in a regular Board meeting on Tuesday, April 8, 2014; and

WHEREAS, due to State and Federal budgetary shortfalls and cutbacks, declining enrollment and expirations in program funding, the Governing Board finds it necessary to reduce up to the number of certain Confidential positions as set forth below;

WHEREAS, due to the need to eliminate or reduce such positions and the resulting lack work and/or lack of funds, the Governing Board hereby finds it is in the best interest of the School District that as of June 30, 2014, certain positions with the Sierra-Plumas Joint Unified School District will be reduced or eliminated:

Accounting Technician	1.0 FTE
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NOW, THEREFORE, BE IT RESOLVED, that no less than sixty (60) days after notice is given to affected employee, 1.0 F.T.E. Confidential position of the Sierra-Plumas Joint Unified School District be reduced up to the extent set forth above.

BE IT FURTHER RESOLVED, that the Superintendent of the Sierra-Plumas Joint Unified School District is hereby authorized and directed to give notices of reduction of employment to the Confidential employee of the Sierra-Plumas Joint Unified School District pursuant to the District's rules and regulations and applicable provisions of date of layoff as set forth above.

PASSED AND ADOPTED by the Governing Board of the Sierra-Plumas Joint Unified School District this 9th day April 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sharon Dryden, Clerk

12.2 Extra Duty Sessions

A. Association Support for Extra Duty Coverage

The Association is to encourage cooperation of Unit Members and to provide support for the District or SCOE in securing adequate staffing for activities beyond the normal work day.

B. Length of Session

An extra-duty session is an eight-hour session or a portion thereof which is beyond the normal work day for Unit Members as defined in Article 3.

C. Compensation

Extra-duty sessions shall be compensated at the rate of \$20.00 per session, with no more than three (3) sessions to be paid in any given 24-hour period.

D. Allowable Claims

Extra-duty sessions may be claimed for the following purposes only:

1. Supervision of students at extra-curricular activities;
2. The second, or subsequent, required attendance at Back-to-School night for personnel assigned to more than one school; and
3. Any job-related activities as mutually agreed upon by the Unit Member and the building Principal or the appropriate Superintendent.

12.3 Advancement on Salary Schedule

A. Class -to-Class

Advancement from class to class on the salary schedule shall be accomplished under the provisions of section 12.1. No Unit Member shall advance in class on the salary schedule until these requirements are met.

B. Step-to-Step

Advancement within a class may be accomplished by one (1) year of service within the District or SCOE and does not require units of credit.

12.4 Special Teaching Assignments

Hourly teaching service, i.e., Driver Education, home teaching, information and recreation classes, are to be paid at \$20.00 per hour.

12.5 Special Assignment Salary Schedule Stipends for Extra Duty Assignments

A. Rates of Compensation

The District/County and the Association agree that assignments to benefit students and staff that are outside of the regular teaching day should be compensated. The compensation for these voluntary positions shall be determined by length of time and amount of work as recommended by the Curriculum Council and agreed upon by the District and Association. The categorization for these assignments shall be in one of four categories.

Tier 4 Position	\$ 2,000 per year
Tier 3 Position	\$ 1,500 per year
Tier 2 Position	\$ 1,000 per year
Tier 1 Position	\$ 500 per year

B. Evaluation

Evaluation of these positions shall be done yearly with the site administrator and the employee who has been assigned the position using the Board adopted job description. Each position that receives a stipend will be available each school year unless otherwise stipulated in the job description.

C. Posting

On or before May 1 of any year that the Board of Trustees approves to fill and authorize job description, the District/County shall post all the extra-duty and extended school year assignments for the succeeding year at each school site. The notices shall also be e-mailed to employees and posted on the district web-site. The posting shall be for 5 work days.

Applicants shall apply for any posted position by submitting a written application to the District/County superintendent within 10 working days from the date posted on the notice.

The District/County shall fill the positions prior to the end of the current school year if a certificated employee is qualified to perform the duties and an application is received within ten (10) days from the posted notice.

Should an extra-duty stipend or extended year position become available during the summer, the District/county shall mail the vacancy notice to the bargaining unit member's home as long as the bargaining unit member has notified the District/County in writing that he/she wants to be notified of any vacancy.

Should a vacancy occur during the school year, the position shall be posted at each school site for 3 work days and e-mailed to each member. The District/County shall fill the position within 10 work days.

(Article 12, Section 12.5(C). Approved October 9, 2012)

PROPOSED 2014-2015

Positional Compensation

Peer Assistance Review (PAR)	Tier 4	
Beginning Teacher Support and Assessment (BTSA) per teacher	Tier 4	
Textbook Adoption Lead Teacher		
Year 1	Tier 1	} State Board of Education determination
Year 2	Tier 3	
Year 3	Tier 1	
WASC Lead		
Self-Study Visitation Year	Tier 4	
Mid-term visitation year	Tier 2	
Maintenance Years	Tier 1	
Site Technology Coordinator	Tier 3	
• Loyalton Junior/Senior High 7-12		
• Downieville K-12		
• Loyalton Elementary		
• Loyalton Middle		
Teacher-In-Charge (per semester)	Tier 2	
• Loyalton Junior/Senior High 7-12		
• Downieville K-12		
• Loyalton Elementary		
Lead Teacher Downieville per month	\$1,000	
Athletic Director		
Loyalton High	\$4,000	
Downieville	Tier 2	
Loyalton Grades 6,7,8	Tier 2	
Varsity Football	Tier 4	
Assistant Varsity Football	Tier 3	
Varsity Basketball (Boys or Girls)	Tier 4	
J.V. Basketball (Boys or Girls)	Tier 4	
Boys Baseball	Tier 4	
Girls Softball	Tier 4	
Varsity Volleyball	Tier 4	
J.V. Volleyball	Tier 3	
Soccer	Tier 4	
Cross Country (Downieville)	Tier 1	
7 th /8 th Gr. Coed Basketball (Boys/ Girls)	Tier 3	
7 th Grade Basketball Boys	Tier 1	
7 th Grade Basketball Girls	Tier 1	
8 th Grade Basketball Boys	Tier 1	
8 th Grade Basketball Girls	Tier 1	
Track	Tier 4	
Tennis (Downieville)	Tier 3	
Golf (Downieville)	Tier 3	
Cheerleading Advisor (per season)	Tier 2	
Physical Fitness Testing Coordinator	Tier 1	
Response to Intervention Coordinator		
• LMS -Loyalton Jr. High 7-8	Tier 1	
• Loyalton Senior High	Tier 1	
• Downieville K-12	Tier 1	
• LES K-8 -6	Tier 2	

The Single Plan for Student Achievement

LOYALTON ELEMENTARY SCHOOL

46-70177-6050629

— — — — —
CDS Code

Date of this revision: April 2014

The *Single Plan for Student Achievement* (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the SBX3 4 Flexibility, the Consolidated Application, and NCLB Program Improvement into the *Single Plan for Student Achievement*.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Derek Cooper

Position: Site Administrator/Principal

Telephone Number: 530-993-4482

Address: P.O. Box 127, 111 Beckwith, Loyalton, CA, 96118

E-mail Address: dcooper@spjUSD.org

Sierra Plumas Joint Unified School District

This school plan was adopted by the school site council at a public meeting on March 24, 2014.

The District Governing Board approved this revision of the School Plan on April 8, 2014.

Single Plan for Student Achievement 2013-2014 Executive Summary

School: Loyalton Elementary School

Number of Students: 172

Number of Teachers: 7 classrooms

1. School-wide focus areas

- English/Language Arts
- Mathematics Proficiency

2. School profile highlights

- Data Analysis Program
- Widespread use of Accelerated Reader Comprehension Assessment
- Title 1 support
- Classroom Aides
- Parent Club that is growing in membership and available funds
- Parent Club paid field trips
- Growing community involvement
- Sierra Schools Foundation

Barriers

- Lack of community resources due to rural isolation
- Limited ability to facilitate parental involvement in their students' academic endeavors
- Lack of funding for transportation for students participating in after-school programs
- Limited ability to procure necessary staff to open the campus on Saturdays and evenings
- Lack of Resources to meet the needs of growing English Learner population.
- Difficulty keeping pace with technology needs
- Lack of professional development opportunities that are nearby that address California teaching standards, curriculum and locally specific problems

Action

- Instructional aides have been hired to assist in all classes

- Use funding and Professional Development Block Grant dollars to provide meaningful professional development opportunities
- Gradually increase the budget for EL programs to meet the needs of a growing EL population.
- We are exploring the possibility of before school tutoring/homework help sessions
- Other barriers are socio-economically based and cannot be resolved by the site

3. Overview of data analysis

- Loyaltan Elementary School met AYP goals for all subgroups for 2012-2013.
- Loyaltan Elementary School met our API growth target. Our API grew from 837 to 866.

4. Goals based on data analysis

- Based on gains students have made as documented in STAR assessment data, in both ELA and Math, we will continue the interventions listed above
- Continued opportunities to increase funding for technology

5. Professional Development

- Professional development will be continued by focusing on the instructional use of standards based benchmark assessments
- We have joined a consortium for professional development with Nevada and Placer counties.

6. School Leadership

Focus on Student Learning

The site administrator, also known as "principal" (hereinafter referred to as "site administrator"), is an instructional leader, and monitors progress by:

- Meeting with grade levels in content areas on a regular basis to set goals based on instructional data through the PLC
- Allocating resources based on data and need
- Formally evaluating teachers

A teacher-in-charge is employed to meet site needs in the absence of the site administrator.

Sierra-Plumas Joint Unified School District
Single Plan for Student Achievement
Loyalton Elementary School
School Demographics for 2013-2014

School Enrollment (CBEDS)	172
Percent Economically Disadvantaged (STAR)	26
Percent English Learners (STAR)	5
Percent Ethnicity of School Enrollment	
African American	.6
American Indian	0
Asian	0
Hispanic	13
Pacific Islander	0
White	80.7
Two Or More Races	1.9
Other	3.8

Loyalton Elementary School
Academic Performance Index (API) Growth

	2012 Base API Actual	Growth Target for 2013	2013 Growth API Actual	2012 Growth Actual	Goal Met
School-wide	814	A	866	29	Yes

Single Plan for Student Achievement School Profile

Loyalton Elementary School is located near the communities of Sierraville, Beckwourth, Chilcoot, and Vinton. This school is one of five in the Sierra-Plumas Joint Unified School District. Loyalton Elementary School first opened in 1967.

The school serves 172 students in kindergarten through sixth grade. The ethnic make up is as follows: 0% African American; 0% Native American, 0% Pacific Islander, 17% Latino/Hispanic, 75% Caucasian.

Loyalton Elementary staff includes: 1 part time administrator, 1 school secretary, 7 full time regular education teachers, 1 part time special education teacher, 1 contracted, part time speech therapist, 1 part time preschool teacher, 1 part time classroom specialist, 1 part time library aide, 6 part time instructional aides, 1 full time cook, 3 part time kitchen staff, 6 noon/recess supervisors, 1 part time custodian, & 1 maintenance person.

All classrooms are self-contained.

The learning environment is conducive to a strong academic focus, which is accomplished through a clear understanding of the State and District content and performance standards for all students. Regular grade level meetings are held to analyze current instructional data plan for improvement.

An aggressive attendance monitoring program has been established district-wide and on-site. Our school secretary monitors attendance daily. The office staff helps families by providing information about available resources, as well as addressing student attendance issues with parents and students. The School Attendance Review Board, comprised of school officials, Sierra County Health employees and law enforcement, is poised to step in to situations where school attendance has become a problem.

The Response to Intervention (RTI) membership is flexible and depends upon the needs of the student, but usually includes the parent, teacher, Site administrator, & Special Education teacher. At RTI meetings, a student's strengths, weaknesses, and needs are written down as specifically as possible and parent input is encouraged. At this point the RTI model is initiated. An action plan is developed to meet stated needs, with a follow-up date to discuss the success of the action plan, and to generate further suggestions for intervention if needed. Student response to intervention is carefully monitored. A student is only referred for Special Education testing when the student is not responding adequately to any/all of the interventions suggested by the RTI. When testing is completed, an IEP (Individualized Education Program) meeting is held to determine a student's eligibility and placement.

The School Site Council (SSC), a group of parents and staff that meet quarterly, is charged with implementing the Single Plan for Student Achievement. The SSC

monitors the Single Plan, which ensures that all students have access to the core curriculum, that the program of support services is coordinated to minimize duplication and eliminate gaps, and to ensure that the school program is responsive to the individual needs of each student. The Single Plan for Student Achievement also ensures that the needs of ELL (English Language Learners), educationally disadvantaged, Special Education students are addressed along with the training needs of the staff. Finally, the SSC is charged with ensuring that there is ongoing evaluation of the school program.

1. Alignment of curriculum, instruction and materials to content and performance standards:

The district has adopted the state approved curriculum in reading/language arts, math, social studies, and science and teachers use those materials to assure that students receive instruction in the content areas based on California's performance standards. Instruction is informed, modified, and differentiated by teachers through the process of grade level teacher analysis of student performance. All students K-6 are expected to master the grade level standards in order to be promoted to the next grade. Loylton Elementary is reviewing a developed report card to provide parents with a comprehensive tool to track student progress for the 2013-2014 school year.

Currently in language arts, we are using state adopted textbooks: Open Court Reading and Great Source Language Arts/Writing program. These texts are comprehensive and are utilized by all student groups including special education students and English language learners. In mathematics, we are currently using Saxon Math in grades K through 3; Glencoe McGraw-Hill in grades 4-6th. Houghton Mifflin Social Studies and Harcourt Brace Science are used in grades K through five. Holt Earth Science is used in 6th grade.

These materials were approved by the State Board of Education because they were aligned with content standards and frameworks, organized in a sequential way from grade level to grade level, contain assessment designed to measure what students know and what they can do, provide universal access for all students and provide instructional planning and support for teachers.

2. Availability of standards-based instructional materials appropriate to all student groups:

The goal of our instructional program is to ensure access to standards based curriculum and instruction so that all students can meet or exceed the standards. All students have equal access and opportunity to master grade level standards. Standards based instructional materials are purchased for every student at every grade level in the core content areas.

All programs in use have extensive accommodations for meeting the instructional needs of special student populations including English learners, at-risk students, special education students and gifted students.

Students identified with special needs have an Individualized Education Plan (IEP). Each plan is written by the IEP team and specifically designed to meet the student's academic needs. Special education teachers use standards based materials to assist each student in meeting his or her educational goals. In addition, each child at Loyaltan Elementary is mainstreamed into the general education setting for at least part of each day. With the support of special education personnel, special education students are given the opportunity to access and master grade level standards.

English language learners are also incorporated into the mainstreamed classroom. All teachers on site have received either their BCLAD, CLAD, or SDAIE training to receive their certification. Teachers use standards based materials and SDAIE instructional strategies in order for these students to master the curriculum. Students in need of intensive language instruction have access to a part time bilingual aide to assist them in problem areas.

3. Alignment of staff development to standards, assessed student performance and professional needs:

Student achievement and staff needs are evaluated yearly. The district utilizes a number of staff development days each year to provide staff development opportunities in the following areas:

- Alignment and development of a benchmark that better assesses student progress on the Common Core state standards.
- Technology training
- Strategies and techniques for teaching diverse student populations
- Training in the content areas
- Classroom Management
- Arts Integration into the curriculum

4. Services provided by the regular program to enable underperforming students to meet standards:

All teachers implement the standards-based instructional materials described above. The district-adopted materials address the needs of diverse learners, including underperforming students. During initial instruction, teachers use the explicit instructional strategies and techniques built into the programs to address the needs of these students. Teachers additionally use the components of the programs designed as stand-alone intervention tools for at-risk students. Specifically, teachers use the Open Court Intervention Guide and student materials to address the needs of students performing below grade level. Teachers are using the Open Court English Language Development Guide and student materials that support English learners' acquisition of English as a second language as well.

RTI meetings are held once a month to collaboratively find ways to help under performing students meet the state standards. The team includes the classroom teachers, a special education teacher, parents, and the Site administrator or designee. As a result of these meetings, students can be referred for testing for special education services, counseling, and/or tutoring. A plan is developed to assist the regular education teacher meet the need of under-performing students in the classroom.

5. Services provided by categorical funds to enable underperforming students to meet standards:

In order to enable the teacher to work effectively with each grade level and the diverse needs of students at that grade level, the staff feels that an aide is necessary. Instructional assistants work directly with low achieving and underperforming students in the classroom under the direct supervision of credentialed teachers. To comply with NCLB, several of our instructional aides have returned to college to complete a course of higher education on their own time. Title 1 funds are spent on personnel who work directly with underperforming students.

Staff Development opportunities for teachers and support staff in Reading/Language Arts, Math and Science are provided to support the best practices in instruction. Funding is allocated to provide adequate technology training, learning, support and materials to provide all students access. Funding is allocated to provide students with supplementary materials and tools for learning, including books, calculators, parent communications, and handouts that support learning.

6. Use of state and local assessments to modify instruction and improve student achievement:

Both state and local assessments are used to drive instruction and to address individual student gaps in academic performance. Each year, site administrators analyze state assessment results with teachers and include the analysis and action to be taken in their annual report to the Board of Education on student achievement. Site categorical resources target supplemental interventions to improve student performance. Teachers use state and local assessments to determine at-risk status of students, develop interventions and determine promotion and retention. The district is also in the process of creating benchmarks exams in the core areas to be administered three times a year. Teachers also administer end-of-unit reading and math assessments to all students with diagnostic/prescriptive assessments for at-risk and potentially at-risk students.

Teachers meet by grade level with the site administrator to discuss results, share best practices, modify instruction, and determine interventions to implement for specific students. Site administrators monitor effective implementation of standards-based programs and progress of students through observation, meeting and databasing student progress.

7. Number and percentage of teachers in academic areas experiencing low student performance:

Every teacher (100%) works with children who are underperforming. During a portion of the reading/language arts period, time is dedicated to grouping students by performance level to provide targeted instruction in skill areas at all performance levels. Through the use of CST scores, local assessment and informal and formal testing in the classroom, teachers evaluate the data and plan lessons to challenge those students with average to high abilities and remediate those who are struggling.

8. Family, school, district and community resources available to assist these students:

The Family Resource Center offers classes in parenting to assist parents in how to best meet the needs of family members running on very busy schedules.

First Five California has funded a part time transition aide to assist preschool children in the making the move from preschool to the school system.

Sierra County's Mental Health Department offers support for children (teachers and parents as well) whose behaviors impact their academic performance.

Students in the upper grades who are struggling may get help from the site Title 1 instructional aide during lunch hour.

9. School, district and community barriers to improvements in student achievement:

Many people who move to Loyalton come here from out of state. This causes some difficulty because of the inconsistencies in reading and math programs to which those students have been exposed.

Loyalton Elementary School serves a population of students and their families from an area that is socio-economically depressed. At times, over 60% of our students receive free and reduced lunches. As a result, our school faces the typical barriers associated with high poverty rates: lack of parental involvement, lack of health care and mental health care services, absenteeism, child abuse and neglect, family instability and violence.

Transportation is another barrier to student achievement. Approximately two-thirds of our students ride the bus to and from school. We have tried before and after school intervention programs but attendance is poor because of the transportation issue.

10. Limitations of the current program to enable underperforming students to meet standards:

- Rural isolation results in lack of community resources
- Limited ability to facilitate parental involvement deemphasizes students' academic endeavors
- Students are restricted from participating in after school programs due to lack of funding to provide transportation
- Preliminary vocational education opportunities needed to motivate students not on college prep track
- Lack of funding to hire necessary staff to open the campus and resources on Saturdays and evenings.
- Sufficient funding and staff are required to fully meet the needs of EL students
- Professional development opportunities that address California standards, curriculum and other specific problems are not located locally

Single Plan for Student Achievement

Planned Improvement in Student Achievement

The content of this school plan is aligned with school goals for improving student achievement. School goals are based upon analysis of verifiable state data, including the Academic Performance Index and the English Language Development test, including local measures of student achievement. The school site council analyzes available data on the academic performance of all students, including English Learners, economically disadvantaged students, gifted and talented students, and students with exceptional needs. The council also obtains and considers input from the school community. Based on these analyses, the council has established the following performance improvement goals.

Goal: ENGLISH/LANGUAGE ARTS

Goal Statement

To increase the school wide percentage of students scoring "proficient" or "advanced" by 5 percent as measured on the 2013 California Standards Test in English/Language Arts.

Student Group

School wide

Performance Gains

The school wide percentage scoring "proficient" or higher will increase from 55% (May 2013) to 65% (May 2014)

Means of Evaluating

Annual state assessments

Report card data

Other local assessments

Goal: ENGLISH/LANGUAGE ARTS
English Language Learners (ELL)

Goal Statement

To increase the percentage of English Language Learners scoring “proficient” or advanced by 5 percent as measured on the 2012 California Standards Test in English/language arts.

Student Group

English Learners

Performance Gains

The percentage of EL students scoring “proficient” or higher will increase from 56% (May 2013) to 65% (May 2014).

Means of Evaluating

Annual state assessments (CST)

Report card data

Other local assessments (STAR reading, Edusoft Benchmark assessments)

Description of Specific Actions to Improve Educational Practice

School Wide Instructional Assistants

Means of Achievement: Increased educational opportunity

Tasks: Provide students (Grades K-6) in need of small group or one to one support in reading/language arts intervention under the direction of the classroom teacher.

Measures: Daily schedules, ongoing classroom monitoring

Number of People assigned: Eight

Start Date: 8/26/13

End Date: 6/6/14

Funding Source	Related Expenditure	Estimated
Costs		
Title 1	Classified Hourly Personnel	\$6,500

Professional Development

Means of Achievement: Staff development and professional collaboration

Tasks: Provide professional development opportunities to teachers in the areas of reading/language arts and opportunities to collaborate around student assessment and instructions.

Measures: CST, Benchmark exams,

People Assigned: Site administrator

Start Date: 8/26/13

End Date: 6/6/14

Funding Source	Related Expenditures	Estimated Costs
Title II	Registration Fees and Stipends	\$ 3,000.00

GOAL: ENGLISH LANGUAGE DEVELOPMENT

Goal Statement

To increase the proficiency levels of all English Learner students by one level as measured on the 2013 CELDT

Student Group

English Learners

Performance Gains

All English Learners will gain one proficiency level annually.

Means of Evaluating

CELDT

Description of Specific Actions to Improve Educational Practice

Means of Achievement: Increased educational opportunity

Task: Provide supplemental instruction to EL students

Measures: CELDT, CST ELA, ongoing classroom monitoring

People assigned: EIA/ELL instructional aide, all classroom instructional staff/aides

Start Date: 8/26/13

End Date: 6/6/14

Funding Source	Related Expenditures	Estimated Costs
EIA-ELL	Classified Personnel	\$ 1,400.00

GOAL: MATHEMATICS

Goal Statement

To increase the percentage of students scoring proficient or advanced by 5 percent as measured on the 2013 CST in mathematics

Student Group

School-wide
Socio-economically disadvantaged
English Learner

Performance Gains

The percentage of students scoring proficient or higher (school-wide) will increase from 56% (May 2013) to 60% (May 2014)

Description of Specific Actions to Improve Educational Practice

School wide instructional assistants

Means of Achievement: Increased educational opportunity

Tasks: Provide students (Grades K-6) in need of small group or one-to-one support in mathematics intervention under the direction of the classroom teacher.

Measures: Daily schedules, ongoing classroom monitoring

Start Date: 8/26/13

End Date: 6/6/14

Funding Source	Related Expenditure	Estimated Costs
Title 1		\$ 4,700

GOAL: FINE ARTS, SOCIAL STUDIES, & SCIENCE

Goal Statement: To increase student awareness of differences in cultures, music and ecosystems of the world.

Means of Achievement: Increased educational opportunity via interdisciplinary approach in the classroom

Tasks: Provide students with experience in various genres of art instruction, introduction to musical instruments, choral programs

Measures: Informal teacher assessment

People assigned: Staff, artists in residence, Music teacher

Start Date: 8/26/13

End Date: 6/6/14

Funding Source	Related Expenditure	Estimated Costs
Sierra Schools Foundation	Music Program	\$ 5,000.00

GOAL: SCHOOL CULTURE

Goal Statement: To increase student attendance as measured by a decrease in the number of absences and discipline referrals.

Means of Achievement: Increased educational opportunities.

Tasks: Provide students with experiences that increase their love of learning, joy of discovery and sense of wonder with the world around them.

Measures: informal assessments by staff

People assigned: staff

Start Date: 8/26/13

End Date: 6/6/14

Funding Source	Related Expenditure	Estimated Costs
TITLE I	Instructional supplies, equipment Technology, Media, repairs/upgrade existing equipment.	\$ 17,000
TITLE VI REAP	RTI Stipend Classroom Materials & Supplies	2,700

Categorical Funding Allocated to this School

The following state, federal and other categorical funds were allocated to this school:

STATE PROGRAMS

Economic Impact Aid, English Learner **Amount: \$14,000**

Purpose: To increase academic achievement by providing specific instructional

services to students from families who may be economically impacted or English Language Learners and to develop fluency in English and academic proficiency of English learners.

FEDERAL PROGRAMS

Elementary and Secondary Education Act:

(3010) Title 1: School-wide Program **Amount: \$30,000**

Purpose: To ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education, and reach minimum proficiency on the state content standards and assessments.

Title II: Teacher Quality **Amount: \$3,000**

Purpose: To increase academic achievement by improving teacher and site administrator quality.

Title VI:

SMALL RURAL SCHOOL ACHIEVEMENT PROGRAM (REAP) **Amount: \$2,700**

Purpose: To increase student exposure to the world around them via distance learning.

OTHER:

SIERRA SCHOOLS FOUNDATION **Amount: \$5,000**

Purpose: To increase arts in the classroom.

School Site Council Membership

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:¹

¹ At elementary schools, the school site council must be constituted to ensure parity between (a) the site administrator, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Names of Members	Site administrator	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Derek Cooper	X				
Juli Lane		X			
Heidi Brooks				X	
Lis Hensen				X	
Dianne Bruns				X	
Lennie Garcia			X		
Sarah Marsh				X	
Numbers of members of each category	1	1	1	4	

Recommendations and Assurances

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (**Check those that apply**):

School Advisory Committee for State Compensatory Education Programs

English Learner Advisory Committee

Community Advisory Committee for Special Education Programs

Gifted and Talented Education Program Advisory Committee

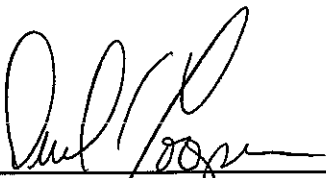
Other (*list*)

4. The school site council reviewed the content requirements for school plans of programs included in this *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the school site council at a public meeting on:

3/24/14.

Attested:

Derek Cooper
Typed name of school principal


Signature of school principal

3/24/14
Date

Heidi Brooks
Typed name of SSC chairperson


Signature of SSC chairperson

3/24/14
Date

**SSC Meeting
LES
3/24/14
3:00 p.m.**

Agenda:

1. Single Plan for Student Achievement final draft/vote
Approved 3/24/14 (all)
2. SSC membership Chairperson nomination for 2014/2015 school year.
Heidi Brock was nominated as chairperson
3. Smarter Balanced testing information
4. Other....

*Elisabeth Henson
Sarah A. Maerz
H. M.
Jennie Garcia
Lynne Lane
J. G.*

SINGLE PLAN FOR STUDENT ACHIEVEMENT
AT
LOYALTON HIGH SCHOOL

46-70177-4634259
CDS Code

Date of this revision: January 2014

The *Single Plan for Student Achievement* (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the Consolidated Application and NCLB Program Improvement into the *Single Plan for Student Achievement*.

This is a plan of actions to be taken to raise the academic performance of students and improve the school's educational program. For additional information on school programs and how you may become involved, please contact the following person:

Contact Person: Marla H. Stock
Position: Site Administrator/Principal

Telephone Number: (530) 993-4454 Ext. 203
Address: PO Box 37, Loyalton, CA 96118

E-mail Address: mstock@spjusd.org

Sierra-Plumas Joint Unified School District

This school plan was reviewed by the School Site Council at a public meeting on March 24, 2014.
This school plan was adopted by the School Site Council at a public meeting on _____.

The District Governing Board approved this revision of the School Plan on April 8, 2014.

SINGLE PLAN FOR STUDENT ACHIEVEMENT 2013-2014 EXECUTIVE SUMMARY

School: Loyalton High School

Number of Students: 146, Grades 7-12

Number of Teachers: 12.5

1. School-Wide Focus Areas (in alphabetical order)

- Attendance
- Facilities and Environment
- Math Proficiency
- Professional Development
- Response to Intervention
- School-Wide Literacy
- Technology
- Textbook Adoption

2. School Profile Highlights

- A Chromebook lab is being used in English 9, English 10, and Freshman Focus providing students in these classes one-to-one access to technology.
- A mobile IBook lab is available for use throughout the school to provide students access to technology and on-line research sources.
- A wide range of extra- and co-curricular activities supports the academic program.
- Academic support in English Language Arts and Math is provided for students whose progress in core classes is at risk.
- Academic support in math is provided for underperforming students in all levels of math.
- Accelerated Reading has been implemented to promote reading throughout the school.
- An intervention aide provides support during the regular school day, at lunch, and after school until 4:00 Monday-Thursday.

- California Scholarship Federation tutoring provides support for students on Wednesday afternoons from 3:00 – 4:00.
- College planning and financial aid programs continue to encourage students and families to seek higher education and/or training programs.
- Core classes are aligned with the California State Standards.
- Courses of study are aligned district wide and adopted by the Board of Education.
- Data analysis and benchmark resources have been expanded through the purchase and implementation of STAR Math and STAR Reading.
- Four-Year Planning provides the opportunity to meet with all parents of students in grades eight through eleven to plan their academic courses of study and revisit their post-high school plans.
- Intervention teachers and aides provide support during classes.
- Language! courses offer intensive intervention to students testing more than two grade levels behind their current placement in English Language Arts.
- Opportunities for collaboration across disciplines and grade levels are embedded in the school calendar and schedule.
- Our school library is available Monday – Thursday for student and staff use.
- Participation in the TRiO program in cooperation with Feather River College promotes a college-going culture at Loyalton High School and provides funding for special programs and activities.
- PeaceMediators continues to provide support in problem solving and promotion of a positive school culture.
- Professional development activities include scheduled opportunities for working as a Professional Learning Community.
- SmartBoards are installed in most classrooms, and on-going training is provided to assist teachers in using the technology.
- Study Halls were provided in the schedule to encourage students to complete homework assignments before leaving school and to provide study time.
- The alternating eight-period schedule and the small class sizes allow for daily Algebra 1 and Pre-Algebra classes in our schedule.
- The alternating eight-period schedule with a daily flex/reading period provides for separate lunch periods for Grades 7-8 and Grades 9-12 and builds in daily reading for Grades 9-12 and time for Grades 7-8 to plan for and participate in activities.
- The consolidation of Loyalton Middle and High Schools provided a diversity of staff and allowed for different course offerings for students at all levels.
- The PSAT is offered on site to juniors, sophomores, and freshmen to promote academic achievement and college preparation.

Barriers

- Absences and missed class time due to athletics, field trips, and student activities.
- Maintaining a comprehensive academic program with a variety of vocational and elective options in the face of reductions in funding..
- The ability to financially and logistically replace and purchase necessary equipment and to train teachers and staff to use state-of-the-art technology in the classrooms.
- Insufficient completion of homework assignments on a regular basis.
- Developing and enforcing procedures to reduce disrespect and disruption in the classroom.
- The consolidation of the Loyaltan Middle and High Schools create challenges with scheduling and diversity of programs and activities to meet the needs of all students at all levels.
- Promoting and maintaining parent involvement in the school community.
- Advising and supervising school activities with limited school staff makes it difficult to maintain the variety of extra- and co-curricular activities historically offered to LHS students.
- Professional development opportunities that address the needs of the staff are usually offered at long distance locations.
- Student involvement in distant extracurricular activities depends on restricted available transportation and parent support.

Actions

- Communication with parents will be timely and proactive in setting and tracking student academic goals.
- Walk-throughs will encourage improved student behavior and on-task percentage.
- Maintenance and beautification of the school facilities will continue on an on-going basis.
- New technology will be purchased to replace discarded computers and to provide additional computers for teacher and student use.
- Peace Mediators will be supported to provide students opportunities for leadership and problem solving.
- Professional development will be supported to allow teachers to improve their teaching skills.
- School improvement will be on going as need is determined to create a school culture and system that meets the needs of Grades 7-8 as well as 9-12.

- Student accounts will be set up within our school network to make file management seamless between classrooms throughout the school.
- The Master Teacher program will be continued to offer teachers weekly access to professional development topics.

3. Overview of Data Analysis

- All 2013 graduates met the CAHSEE requirement before graduation in June.
- Loyalton High School did not meet its API growth target.
- Loyalton High School met four out of the five criteria for AYP but did not meet the AYP goal for ELA Proficiency.
- Of the 2013 graduating class, 56% met the UC/CSU admission requirements.

4. Goals Based on Data Analysis

- Closely track attendance and involve parents, students, teachers, and other support personnel to improve student attendance.
- Continue to develop strategies to provide additional academic support in the area of reading comprehension and English Language Arts.
- Continue to develop strategies to provide additional academic support in the area of mathematics.
- Continue to employ an EIA/ELL Aide to work with English Language Learners.
- Continue to offer professional development to support these goals.
- Continue to provide an academic adviser, career specialist, and transition coordinator to work individually with all seniors on transition plans to higher education, training programs, or careers.
- Continue to schedule core intervention classes into the school schedule to allow for remediation and academic support where needed.
- Utilize RTI to work on solutions for student behavior, attendance, and academic deficiencies of students.

5. Professional Development Plan

- Allow athletic director to attend training programs offered by CIF.
- Develop a Professional Development Plan to assist teachers in working data analysis.
- Encourage faculty to request and attend curricular specific professional development.
- Offer Professional Development to assist Advanced Placement teachers.

- Offer professional development to increase use of technology in the classrooms including SmartBoard training.
- Provide Professional Development to paraprofessionals to increase their effectiveness with students.
- Schedule and promote district curricular collaboration through the use of video conferencing equipment, release time, minimum days, and/or other digital means.
- Train teachers in Response to Intervention techniques, classroom management, and technology.

6. School Leadership

- A teacher-in-charge is employed to meet site needs in the absence of the site administrator, also known as "principal" (hereinafter referred to as "site administrator").
- The site administrator allocates school resources based on recommendations of the School Site Council and ensures that School Site Council members are trained and actively involved in oversight of the school's funds.
- The site administrator maintains regular, productive communication with parents, teachers, and students.
- The site administrator maintains the role of instructional leader.
- The site administrator meets regularly with staff to maintain positive communication and an academic environment that promotes student learning.
- The site administrator monitors student attendance, behavior, and achievement and thereby assists students in improving academic performance.
- The site administrator oversees the operation of the school facilities to ensure that an optimal learning environment is maintained.
- The site administrator shares student successes with the learning community on a regular basis.
- The site administrator supports and leads the staff in school improvement strategies and meeting WASC recommendations.

Sierra-Plumas Joint Unified School District
Single Plan for Student Achievement

Loyalton High School
 School Demographics for 2013-2014

School Enrollment	146
Percent Economically Disadvantaged	41.84%
Percent English Learners	5.67%
Ethnicity	
African American	1.4%
American Indian/Alaskan Native	1.4%
Caucasian	79.5%
Hispanic	17.7%

**Loyalton High School
 Academic Performance Index (API) Growth**

	2012 Base API Actual	Growth Target for 2013	2013 API Actual	2013 Growth Actual	Goal Met
School-wide	808	Above 800	787	-21	No
Hispanic/Latino	791	N/A	769	-22	N/A
White	806	N/A	788	-18	N/A
Socioeconomically Disadvantaged	824	N/A	813	-11	N/A

Single Plan for Student Achievement

School Profile

Loyalton High School is located in Loyalton, California, near the communities of Sierra Brooks, Sierraville, Beckwourth, Chilcoat, and Vinton. This school is one of six in the Sierra-Plumas Joint Unified School District. The present Loyalton High School site has been opened since

1959. With the consolidation of Loyalton Middle and Loyalton High Schools beginning in August 2013, the school currently serves approximately 146 students in Grades 7-12.

Loyalton High School staff includes: 1 Administrator, 1 School Secretary, 11.5 full-time equivalent (FTE) Regular Education Teachers, and 1 Special Education Teacher. Two of the teachers work part-time for the William R. Rouse Regional Occupation Program and one teacher has accepted the responsibility of Academic Adviser equating to .118 FTE. The school also employs the following part-time employees: one Instructional Aide, one Intervention Aide, one Library Aide, one Workability Coordinator, one Career Specialist, and one EIA/ELL aide. We also have one Custodian and one Maintenance person, both hired full time. Support personnel provided by the Sierra County Office of Education include a Speech Therapist and School Psychologist.

An attendance-monitoring program has been established district-wide and on site. Our school secretary and administrator monitor attendance. The office staff helps families by providing information about available resources, as well as addressing student attendance issues with parents and students, including the School Attendance Review Board (SARB). SARB is comprised of school officials, a parent, a probation representative, a county health representative, a behavioral/mental health representative, the district attorney, and the sheriff. SARB is poised to solve situations where school attendance has become a problem and is affecting student achievement. All schools in the Sierra-Plumas Joint Unified School District have implemented Power School, a student information system. Parents and students have access to attendance data and grades through the Internet.

Response to Intervention (RTI) teams are designed to meet the needs of each student requiring intervention for academic achievement, attendance, or behavior. Membership typically includes the designation RTI staff coordinator, student, parents, teachers, site administrator, instructional aides, and special education teacher, but membership varies depending upon the student needs. At SST meetings, a student's strengths, weaknesses, short- and long-term goals, and expected outcomes are documented as specifically as possible. Parent input is always encouraged. During RTI, an action plan is developed to assist students with identified goals. A follow-up meeting can be scheduled to assess the effectiveness of the action plan. Informal monitoring occurs on at least a weekly basis. RTI may recommend special education testing when necessary and/or appropriate and can recommend alternative educational placements such as continuation high school or independent study. This is a vital part of our Response to Intervention (RTI) plan. A computer program was purchased this year and training was provided to assist in maintaining RTI records for students across the years of their enrollment in our schools.

The School Site Council (SSC) is composed of the site administrator, three parents, three students, four teachers, and one support staff. The SSC is charged with implementing this Single Plan for Student Achievement and ensuring that all students have access to the core curriculum, that the program of support services is coordinated to minimize duplication and maximize effectiveness, and that school funding is used appropriately to meet the school's mission.

Loyalton High School academics can be measured by results on the STAR test, Annual Yearly Performance indicator (AYP), results on the California High School Exit Exam (CAHSEE), and

the Academic Performance Index (API) as compared to other schools of similar nature and size. Our API score dropped 21 points in 2013 and put us below 800, all of our seniors met the CAHSEE requirements prior to graduation, and a majority of the graduation class of 2013 met UC/CSU entrance requirements. In 2012 Loyalton High School received a full six-year accreditation from the Western Association of Schools and Colleges (WASC); copies of the accreditation report are available in the school office. In addition, Loyalton High School met four out of five of the AYP criteria but did not meet our AYP in 2013 because of not meeting the Proficiency level in ELA.

1. Alignment of curriculum instruction and materials to content and performance standards:

The district has adopted state-approved curriculum in Career Technical Education, English Language Arts, History/Social Science, Mathematics, Physical Education, Science, and Visual and Performing Arts. The governing board has approved all courses of study and syllabi for courses taught at Loyalton High School. Teachers use materials to assure that students receive instruction in all curricular areas based on California's performance standards. All Loyalton High School students are expected to master course standards in order to earn appropriate credits and to meet graduation requirements.

In all curricular areas Loyalton High School is using state-recommended and/or district-approved textbooks. The texts are aligned with the Sierra-Plumas Joint Unified School District adopted curriculum and California state standards. In the spring of 2005, math and science textbooks were adopted and purchased for the 2005-2006 school year. Science lab equipment was purchased for the 2005-2006 school year and updated again in 2010 with USDA grant funds to meet compliance with the Williams Act and to ensure that science equipment was available to meet science standards. The district's English Language Arts committee met during the 2005-2006 school year to adopt standards-aligned textbooks, but new curriculum was not purchased at that time and is currently on hold until new textbooks reflect changes to the Common Core State Standards. World History textbooks were purchased for the 2010-11 school year and Spanish books were purchased during the summer of 2011. New AP Government textbooks and on-line Geography textbooks were purchased in 2013. Our Agriculture curriculum is being supported through the purchase of on-line curriculum that is updated annually and keeps our agriculture instruction current. Any reported shortage of texts is dealt with immediately; there is a textbook for each student in each core subject in keeping with the requirements of the Williams Act. All students studying Geography have access to a Chromebook.

All textbooks used in the Honors and Advanced Placement (AP) courses meet UC/CSU requirements. All Advanced Placement teachers at Loyalton High School have attended week-long training courses in Advanced Placement strategies and submitted their curriculum to the College Board for approval. AP Chemistry students received new textbooks in September 2011. Loyalton High School currently offers AP Studio Art 2D, AP US Government and Politics, and AP Calculus AB annually. AP English Language and Composition and AP English Literature and Composition are offered on alternating years. We also offer Honors Trigonometry/Advanced Math Topics and Honors Spanish 4 and 5.

2. Availability of standards-based instructional materials appropriate to all student groups:

The goal of our instructional program is to ensure access to standards-based curriculum and instruction so all students can make satisfactory progress toward acquiring the standards. All students have equal access and opportunity to master grade-level standards. Funding is available to purchase standards-based instructional materials each year in the core content areas.

Students identified with special needs have an Individualized Education Plan (IEP). Each plan is written by the IEP team and specifically designed to meet the student's academic needs. Special education teachers use standards-based materials to assist each student in meeting his or her educational goals. In addition, each student at Loylton High School is mainstreamed into the general education setting for at least part of each day. With the support of special education personnel, all students are given the opportunity to access and master grade-level standards. Targeted instruction is provided to all students with disabilities to assist in meeting graduation requirements and passing the California High School Exit Exam. Regular education staff works collaboratively with special education staff to ensure that all students with disabilities have access to No Child Left Behind (NCLB) compliant teachers in core subject areas.

English Language Learners (ELL) are also mainstreamed into core classes. All teachers at LHS hold BCLAD (Bilingual Cross-cultural Language and Academic Development), CLAD (Cross-cultural Language and Academic Development), or SDAIE (Specially Designed Academic Instruction in English) certification. Teachers use standards-based materials and instructional strategies in order for ELLs to master the curriculum. A part-time aide works with ELL students and another part-time bilingual aide works district wide and annually assesses English proficiency.

3. Alignment of staff development to standards, assessed student performance, and professional needs:

Student achievement and staff needs are evaluated on a yearly basis. The District allocates funds to support staff development during the school year. Past training has included:

- Administrative training
- Advanced Placement Training
- AVID teacher and tutor training
- Classroom management
- Common Core State Standards and Smarter Balanced Assessments
- Direct instruction training
- General and specific technology training
- Math and Science curriculum training
- Reading and literacy training
- Science, Technology, Engineering, and Math (STEM) training
- SmartBoard Training
- Strategies and techniques for teaching diverse student populations
- Training in the content areas
- Workshops on increasing student engagement in the classroom
- Writing across the curriculum strategies

The district offered SmartBoard training in August 2012, especially in the development of projects for curricular delivery using the SmartBoards. Two sets of SmartBoard student response clickers were purchased for LHS use and inservice will be provided to train teachers to design activities that use the student response mechanisms. Additional professional development priorities include preparing staff in effective Response to Intervention strategies and the use of standards-based, research-based intervention materials.

4. Services provided by the regular program to enable under-performing students to meet standards.

At Loylton High School all students participate in assessment programs. Student assessment data from the state-mandated STAR and CAHSEE programs are analyzed at the beginning of each school year and when results arrive throughout the year. The underperforming students are targeted for intervention. Students are provided with a wide variety of academic support options including lunch tutoring, one-on-one intervention with teachers, and core intervention courses. These support strategies are designed to assist students in meeting the core standards. In 2012 we purchased STAR Reading and STAR Math to use as school-wide assessments. An EIA/ELL aide was hired to provide one-on-one tutoring in math and the use of the IPass and Math Score programs. Several math classes are also using *Math Score* to improve math skills.

At RTI meetings, members collaborate to help underperforming students meet the state standards and meet teacher expectations. The team can include classroom teachers, instructional aides, special education staff, parents, students, the RTI staff coordinator and the site administrator. As a result of these meetings, students may be referred for special education assessments, counseling, 504 planning, and/or tutoring. A plan is developed at each meeting to assist the students in meeting course standards. RTI plans for behavior and/or academic support are maintained by the RTI staff coordinator. A computer program was purchased this year to assist in recordkeeping for students referred to RTI over the years they are enrolled in our district schools.

5. Services provided by categorical funds to enable under-performing students to meet standards.

Loylton High School provides extensive services to students to enable them to access the core curriculum. While many of these supports were originally funded with categorical funding, many categorical accounts have been moved into unrestricted spending to allow school districts to maintain programs and services during this period of declining enrollment and funding.

- a. Assistance is provided to students striving to pass core classes and the CAHSEE both during instructional time and outside the instructional day. Students can access tutoring during lunch and after school by appointment with staff members. Instructional Aides work directly under the supervision of credentialed teachers and the school administrator. The EIA/ELL aide provides one-on-one tutoring for targeted students during the school day. Two teachers provide core intervention courses to assist students with academic improvement in core subjects as needed. In 2013-14

the schedule has allowed for an instructional aide to remain after school one hour Monday through Thursday to tutor students who need help in any of their classes.

- b. Supplemental materials are purchased to assist teachers in designing and implementing curriculum that provides all students access to course standards. Much of the funding for instructional materials and supplies comes from Lottery, Title I, Title VI, - and unrestricted funds. -- These materials assist teachers in preparing scaffolding activities to give support to students needing extra assistance with course standards. In spring 2011, English Learner funds provided materials to assist in intervention and CAHSEE prep with English Learners at Loyalton High School.
- c. The Career Technical Education Program continues to be supported by Sierra County Office of Education and Carl Perkins Grant. In addition, the district continues to provide financial support to purchase materials and supplies for vocational classes that support the core curriculum through hands-on application of standards. Through these courses all students are able to access the core vocational curriculum that prepares them for entry-level skills training through the William R. Rouse Regional Occupational Program (ROP).
- d. Agriculture Incentive funding provides for materials and supplies for the LHS Agriculture courses. LHS students who meet the Agriculture Completer requirements receive graduation credit for two years of science. This helps many students meet graduation requirements through hands-on acquisition of the science. In addition, beginning in 2011, Ag Science 1 students took the CST Earth Science test and Ag Science 2 students took the CST Biology test. With the change to Common Core Smarter Balanced Assessments in spring of 2014, these tests will no longer be required.
- e. While the majority of Title I funding is spent on salaries for instructional aides, funding is also being provided for a parent newsletter that will be sent home to parents with progress reports and report cards. Our hope is that parents will become more involved in the education of their child(ren) and thereby provide additional academic support to the under-performing students. Title I funding also supports parent involvement programs that we hope to expand during 2013-14.
- f. Several categorical funds are used to provide teachers and instructional aides professional development to support and enhance effective instructional practices. Some of these funds require that professional development be provided to assist the teachers and aides in using technology to support the students. Teachers and aides will continue to be trained in the use of our assessment and intervention programs.
- g. Title VI, Small Rural School Achievement Program funding is being used this year to provide students with updated technology resources and accelerated reader programs.
- h. Unrestricted funds are used to ensure that the California High School Exit Exam (CAHSEE) is administered properly and that students who do not pass the exam in their sophomore year have materials to prepare for future exams. Last year CAHSEE prep books for both English Language Arts and Mathematics were purchased for use in intervention classes.

- i. Unrestricted funds support a Library Aide at Loyalton High. The library has computers for students to use for research and completion of classwork. With the school's incentive program in reading that was started two years ago, more library books are being circulated than in years past.
- j. William R. Rouse Regional Occupational Program (ROP) courses at LHS continue to provide entry-level job training for students age 16 and above or juniors and seniors. This training is invaluable for students who wish to enter the work force part-time while enrolled in school or full-time upon graduation. These courses are aligned to the Career Technical Education (CTE) Standards and support the core curriculum. Sierra County Office of Education continues to support CTE programs.

The State changed many of the categorical program fund designations to unrestricted general revenue. The School Site Council will continue to budget according to the needs of the school and students regardless of the changes in designation.

6. Use of the state and local assessments to modify instruction and improve student achievement:

Both state and local assessments are used to inform instructors and to address individual student gaps in academic performance. Early each year, state assessment results are analyzed by the LHS staff at faculty meetings. Assessment data from the CAHSEE and STAR programs are used to identify students for specific intervention. Loyalton High School staff review data as well as other measures on an ongoing basis to identify students who are in need of intervention. Students who do not pass the CAHSEE during the census or sophomore year are placed in appropriate intervention classes during their junior and senior years or until they receive a passing score on both sections of the exam.

District and site level staff also utilize STAR data to identify areas of weakness within the curriculum. Poor showing in math, social studies, and science prompted the district to adopt standards-based textbooks in those areas to address the apparent curricular gaps. Funding for professional development in math and science continues to be a priority.

Teachers also utilize local measures such as standards-aligned tests and projects to determine where intervention may be needed. The staff uses this information to create class activities to support struggling students and to challenge students who demonstrate advanced proficiency. Students who repeatedly fail to make satisfactory progress are referred to RTI.

In the fall semester of 2012, we purchased Accelerated Reader and STAR Reading to use in our literacy efforts. All students participated in the assessment, which provided an individual assessment of achievement of ELA standards for every student at LHS. In addition, the STAR Reading assessment places students in a reading range that identifies the most appropriate level of books for increasing reading comprehension and overall reading achievement. STAR Reading assessments will be administered to students at least four times a year while they are enrolled in our school and will serve as our school-wide ELA benchmark assessment.

STAR Math was also purchased in the fall semester of 2012 and was implemented in January 2013 as our school's math benchmark assessment program. All students are assessed at least

four times a year to provide data on achievement of the math standards and to identify students who need intervention to succeed in meeting graduation math requirements.

As textbooks in other classes are purchased and as we transition from CST STAR testing to Smarter Balanced Common Core testing, we will implement textbook-company prepared benchmark assessments whenever available to ensure that students are achieving the course specific standards. Over time, the data provided by these benchmarks will provide teachers data to improve their instruction and student learning.

The site administrator monitors individual student progress through meetings with students, grade checks, attendance tracking, and use of district assessment programs. The site administrator also participates actively in RTI and IEP meetings.

Sierra-Plumas Joint Unified School District and the Sierra County Office of Education also support Loyalton High School students. A part time district testing coordinator works closely with the school to provide support for student assessment. The SELPA (Special Education Local Plan Area) Director works with staff in developing RTI plans for students not making satisfactory progress in meeting academic standards. A District Technology Director works to ensure that computer equipment is meeting the needs of students and trains teachers in use of specialized programs. LHS students have access to counseling services provided by Sierra County Office of Education psychologist. All of these services are important to student success at LHS.

7. Number and percentage of teachers in academic areas experiencing low student performance:

Based on 2013 STAR scores the following classes had higher than 30% of students receiving Below Basic or Far Below Basic scores: Geometry had 42%, Algebra 2 had 50%, World History had 32%, and US History had 32%. The number of teachers with core subjects where 30% or more of the students scored Below Basic or Far Below Basic is three.

8 Family, school, district, and community resources available to assist these students:

Loyalton High School teachers open their classrooms before and after school so students may complete homework and get assistance. The school also provides tutoring at lunch daily and after school Monday through Thursday. Loyalton High School remains committed to promoting a college-going culture by participating in TRiO with Feather River College and providing an Academic Adviser who continues to offer evening meetings for students and parents to assist them with college preparedness and financial aide. This year the Academic Adviser arranged for our first ever Cash for College evening meeting. One student who attended that meeting will receive a \$1,000 scholarship.

Intervention courses are being offered at Loyalton High School to assist students needing remediation in English Language Arts and mathematics. Students are able to access the services of the Resource Specialist, Intervention Teachers, and Instructional Aides without IEPs once they have been identified as needing specific remediation. All available resources are brought to the table at RTI meetings and as RTI plans are written and revised. The Language! program was

fully implemented during the 2009-2010 year as students were assessed early in the school year if they had scored Below Basic or Far Below Basic on the ELA portion of the 2009 STAR exam. Language! offers double blocks of instruction. Some of these students are granted English 9 credit for their participation in this program. This program will continue at Loyalton High School as needed.

Math Intervention and CAHSEE Math is offered during a period at LHS to students who need extra assistance passing Algebra 1 or the CAHSEE Math portion. In addition, STAR Math was purchased in December 2012 to serve as a means of identifying students with special needs in math at all levels offered at LHS. A CAHSEE Math class has been implemented to provide students with skills needed to pass the CAHSEE Math test. We are currently in the process of developing a math intervention curriculum for students who are two or more grades levels behind in math when they arrive at Loyalton High School.

Staff, parents, and students can access class assignment information and grades through PowerSchool over the Internet. Parents receive their password information each time a progress or grade report is mailed home – eight times a year. These passwords do not change to make it easy for parents to keep close watch over their child(ren)'s academic progress. This program makes it easier for parents and staff to respond to needed intervention before too much time has passed. Board Policy require students to maintain passing grades throughout the season; PowerSchool has made it possible for coaches to easily receive grade reports.

AVENTA Credit Recovery courses have been offered in the LHS schedule for students who need to make up credits during the school year to stay on track for graduation and who cannot fit the course needed into their regular school schedule.

The Family Resource Center offers parenting classes to both parents of students and students who are parents. Courses are designed to assist parents with discipline strategies and balancing competing needs. In addition, some students have accessed the Family Resource Center anger management and adolescent relationship programs. Other county and community programs support students who are dealing with substance abuse in their homes and families.

Sierra County Mental Health lost its Intervention Specialist just prior to the beginning of the 2009-2010 school year and this person has not been replaced. The County Office of Education psychologist is filling this need and provides group and one-on-one counseling sessions. In spring 2014 the School Psychologist worked with a Sierra County Therapist to plan and provide group sessions for students in Grades 7 and 8 to help them stay on course during these important transitional years.

Loyalton High School offers an Independent Study Program (ISP) to students who wish to participate in this full-time alternative program. An ISP teacher is provided by the district and this teacher works closely with LHS teachers and administration to ensure smooth transitions in and out of LHS as needed. Short-term ISP is handled internally by LHS staff and administration.

9. School, district, and community barriers to improvements in student achievement:

Loyalton High School is a rural school suffering many of the same issues as rural schools across the nation. Because of the location of LHS in the Sierras near the Nevada border, additional challenges are faced. The district is experiencing declining enrollment, and with declining enrollment comes a reduction of funds to operate programs. In addition, the demise of Forest Reserve Funds that historically provided a significant portion of our district's budget continues to be a concern. With these two events, some changes have taken place at Loyalton High School that may become barriers to improvements in student achievement over time.

- Loyalton High School changed from an eight-period alternating block schedule to a seven-period daily schedule during the 2006-07 school year. This change resulted in a decrease in overall sections offered to LHS students and increased class sizes of some of the core academic subjects. Because of further staff reductions, we returned to the alternating eight-period block schedule during the 2010-11 year.
- Decrease in enrollment resulted in a reduction of teaching staff, further limiting courses available to students. This trend may continue depending upon staffing and budgeting. We are now alternating some of the English offerings such as English 11 and 12.
- The school board approved the combining of Loyalton Middle School and Loyalton High School in the 2013-14 school year. This allowed for consolidation of administration and sharing of staff. We are still brainstorming how to develop a separate culture for the pivotal seventh and eighth grades and make this transition more effective for students at all levels.
- Staff professional development training in California standards curriculum requires travel considering our remote location. This is not only expensive but often treacherous during winter months.
- Because district schools are separated by miles and geographic barriers during winter months, opportunities for collaboration across disciplines and grade levels are challenging. Efforts have been made to use distance methods to communicate during curricular meetings with mixed results.
- Transient students who move into our program more often than previously come with standards deficiencies that are difficult to assess and correct in a timely manner.
- The many students who use school transportation daily have difficulties accessing after-school tutoring and participating in extracurricular activities.
- Loyalton High School faces the typical challenges of a school in a socio-economically depressed community: lack of parental involvement in education, lack of health care, absenteeism, child neglect, and family instability.

10. Limitations of the current program to enable under-performing students to meet standards:

Many items on the list above are evidence of limitations of the current program to meet the needs of under-performing students. However, with similar challenges facing us in the future, we are

continually seeking creative ways to meet the needs of all our students. As our student population and staffing decreases, it is a challenge to provide instructional courses for the very few students who need intensive intervention. It is a challenge we recognize and will continue to address.

Single Plan for Student Achievement Schoolwide Action Plan

English Language Arts and Mathematics

Area: *To continue to develop strategies to provide academic classroom support especially in the areas of literacy and mathematics.*

Growth: *Loyalton High School monitors student grades, Accelerated Reader student scores, and STAR Math scores. Because the CST is being suspended and Smarter Balanced Test scores will not be published in 2014, we will use our benchmark assessments to determine student success. It is our expectation that at least 70% of students will reach their AR Reading goals each quarter during 2013-14 and that 80% of students will show growth in STAR Reading and STAR Math from the beginning of 2013 to the spring of 2014.*

Rationale: *To provide students with stronger literacy and mathematics skills to meet their present and future academic, vocational, and personal needs.*

ESLR Link: *Knowledgeable, Critical Thinkers, and Effective Communicators*

Means of Achievement:

1. Offering core intervention in the school schedule to assist students with foundational language arts and math skills to enable them to successfully access the core curriculum.
2. Upkeep of mobile computers and purchase and implementation of SmartBoard student response systems at Loyalton High School.
3. Purchasing a math intervention program to assist students with foundational mathematics skills to enable them to successfully access the core curriculum.
4. Scheduling daily Algebra 1 (called Algebra 1 and Math Lab) and English 9 (called English 9 and English Lab) whenever possible to offer more time for mastery of math and English standards.
5. Mandating enrollment in core intervention for students in Grades 11 and 12 who have not passed one or both sections of the CAHSEE.
6. Providing Title I and EIA/ELL aides to assist students in gaining foundation skills needed to successfully complete core classes and to pass the CAHSEE by offering tutoring in class, during lunch, and after school.
7. Motivating students to increase time spent in reading by providing materials for reading in Flex Period and promoting the Accelerated Reader program at Loyalton High School.
8. Implementing quarterly STAR Reading and STAR Math benchmark assessments.

9. Maintaining a vocational program that provides students with opportunities to apply and enhance the core academic skills in hands-on vocational settings.
10. Adopting school-wide note taking strategies, vocabulary worksheets, and concept organizers.
11. Developing mathematics course flow chart and placement protocol documents in order to better align course sequence and placement to address student needs.
12. Scheduling for core intervention in English and mathematics to address needs of students who are more than two grades levels behind or who scored Far Below Basic on the most recent standardized test.
13. Developing or acquiring CAHSEE preparation bellwork materials and encouraging implementation by all mathematics teachers.
14. Reinstating a textbook adoption schedule to allow for purchase of textbooks on a regular basis, which will enhance educational opportunities for students and more closely align course content with current curriculum standards.
15. Updating grades weekly on PowerSchool to effectively communicate achievement to stakeholders, parents, and students and to involve students in their achievement.

Funding Source: Economic Impact Aid: Limited English Proficiency (LEP) , Title I Part A, Title VI, Part B Rural Education Achievement Program

Categorical Funds: \$ 48,400

Implementers: Administration, Staff, Technology Director, Testing Coordinator

Timeline: Ongoing

Means to Assess: Comparison of STAR Reading and STAR Math scores in mathematics and ELA from fall 2013 to spring 2014, school schedule, classroom checks, and annual review of action plan at faculty meetings

Professional Development

Area: *To offer training to the faculty and staff at Loyalton High School to foster professionalism and collaboration, to further develop the craft of teaching, and to enhance the love of learning and teaching that originally led them to careers in education.*

Growth: *Loyalton High School will meet its expected goals in all areas of the AYP.*

Rationale: *To provide students with the academic and vocational skills needed to become productive, successful workers and community members.*

ESLR Link: *Knowledgeable, Critical Thinkers, and Effective Communicators; Effective Communicators*

Means of Achievement:

1. Providing professional development opportunities to staff in the areas of assessment and course design.
2. Providing funding for teachers who are planning to teach or teaching Advanced Placement courses to attend AP Institute workshops.
3. Scheduling minimum days to allow all teachers to participate in district Professional Learning Communities activities.
4. Offering professional development to all staff in the use of SmartBoard technology.
5. Providing funding for staff to attend STEM training in Sacramento.
6. Encouraging staff to attend subject-specific training and/or to visit other schools.
7. Providing funding for school teams to continue to work with Sacramento County Office of Education and Placer County Office of Education professional development programs.

Funding Source: Title II, Part A Schoolwide Program

Categorical Funds: \$ 11,300

Implementers: Administration, Staff, Timeline: Ongoing

Means to Assess: AYP annual review, annual review of action plan at faculty meetings, annual preparation of Single Plan for Student Achievement

Core Intervention Enrollments

Area: *To continue to ensure that placement in Core Intervention and Math Intervention courses is limited to students with specific academic needs determined by student grades and/or standardized test scores.*

Growth: *Loyalton High School seniors will all meet the CAHSEE requirements prior to graduation, and Loyalton High School will achieve its AYP goals in 2014.*

Rationale: *To ensure academic progress for all students toward meeting their individual academic goals and the school's overall academic goals.*

ESLR Link: *Knowledgeable, Critical Thinkers, and Effective Communicators; Effective Communicators*

Means of Achievement:

1. Evaluating student report cards at the end of each semester and making appropriate course placements.
2. Annual review of CST results to accurately place students who score Below Basic or Far Below Basic in ELA or mathematics in core intervention courses to provide indicated need for support.
3. Working closely with Grade 6 teachers prior to scheduling and four-year planning in the spring to determine proper placement of students in core intervention classes.
4. Using intervention materials and software programs, such as provided with Language!, to accurately assess student placement in core intervention classes.
5. Mandating enrollment in CAHSEE Prep for students in Grades 11 and 12 who have not passed one or both sections of the CAHSEE.
6. Analyzing benchmark results from quarterly assessments in English and math.

Funding Source: Title I, Title VI and Economic Impact Aid: Limited English Proficiency (LEP)

Categorical Funds: \$ 3,200

Local Funds/SCOE:

Implementers: Administration, Staff, , Data Clerk, RTI Coordinator, Resource Specialist

Timeline: Initial placement each fall, ongoing throughout the year as scores and grades indicate need

Means to Assess: Annual review of assessment scores, ongoing review of CAHSEE scores, and annual review of action plan at faculty meetings

Attendance

Area: *To value time spent in the classrooms by implementing policies and practices that maximize instructional time and student attendance.*

Growth: *Truancy rate for 2013/2014 will be at or below the state average.*

Rationale: *Daily attendance and adequate instructional time are necessary components for student achievement, the achievement of our other focus growth areas, and the Expected Schoolwide Learning Results.*

ESLR Link: *Healthy Individuals*

Means of Achievement:

1. Promoting attendance through a system of recognition and rewards.
2. Promoting attendance by providing awards for students who have perfect attendance.
3. Calling daily to check on student absences.
4. Remaining active on the SARB.

Funding Source: Sierra-Plumas JUSD

Unrestricted General Funds: \$ 1,000

Implementers: Administration, Staff, Students, Parents, Community

Timeline: Daily

Means to Assess: Annual review of action plan at faculty meetings, annual revision of Single Plan for Student Achievement

School Culture

Area: *To create an environment conducive to student learning where students learn to value education and feel safe, welcome, and comfortable.*

Growth: *The percentage of students involved in extra- and co-curricular activities will be at least 60 percent, attendance will be at or above the state average, and suspensions will decrease by five percent.*

Rationale: *When a school focuses on learning and maintains a safe, welcoming, comfortable environment; students actively participate.*

ESLR Link: *Healthy Individuals, Effective Communicators*

Means of Achievement:

1. Supervision of students during lunch in the gym by hiring a Noon Supervisor for this purpose.
2. Working closely with Sierra County Office of Education in accessing the services of the School Psychologist to work with student groups or individuals as recommended by RTI or SARB.
3. Keeping the school facilities and grounds in good repair and clean to promote student pride, health, and safety.

4. Continued implementation of PeaceBuilders and Peace Mediators curriculum at Loylton High School to promote a school climate that promotes a positive school culture and student achievement.
5. Addition of a B.I.O.N.I.C. (Believe it or not, I care) program administered through the leadership class with the help of staff and administration.
6. Continued communication with parents, students, and stakeholders to improve involvement in our school and commitment to our school's goals. Funds will be used for stationery and postage.
7. Cooperation with district office, project manager, and maintenance staff in obtaining funding for facility improvements including those indicated on our Facilities Inspection Tool and recommended by School Site Council.
8. Installation of signage to promote a welcoming environment and assist visitors to the school.
9. Replacement of flooring as needed at Loylton High School.
10. Maintaining the exterior of Loylton High School and planning for grounds improvement.
11. Supporting Future Farmers of America as a co-curricular organization that allows students to gain leadership skills and apply their academic skills in competition, community service, and conference activities.
12. Promoting and developing existing co- and extra-curricular activities.
13. Continue promoting communication of all aspects of the school and community culture through the Professional Learning Communities, advisory committees, student leadership organizations, clubs, and athletics.
14. Supporting student clubs in meeting their stated goals as they relate to leadership development, community service, and academic enhancement.
15. Maintaining an interscholastic athletic program that promotes athletic development, sportsmanship, student academic achievement, and healthy lifestyles.
16. Providing a period in the schedule for a teacher to serve as Academic Adviser to assist students with setting academic and career goals, funding post-high school education and/or training, and applying to colleges and universities.
17. Providing a period in the schedule for a teacher to serve as Leadership Adviser to assist students in promoting student activities and a positive school culture.

Funding Source: Title I, Carl Perkins Vocational Education Funds, TRiO, and Agriculture Incentive Block Grant

Categorical Funds: \$13,200

Implementers: Administration, Staff, Students, Parents, Community

Timeline: Hardship request to state in December 2012; other maintenance requests completed before June 30, 2013; ongoing

Means to Assess: Annual review of action plan at faculty meetings

CATEGORICAL FUNDING ALLOCATED TO THIS SCHOOL

The following state and federal categorical funds.

Title I **Amount: \$ 24,000**

These funds will be used at Loyalton High School to provide salaries for two part-time Instructional Aides, and to purchase materials and supplies for parent newsletters and communication.

Title II **Amount: \$ 11,300**

These funds will be used at Loyalton High School to support professional development for administrator, teachers, and paraprofessionals.

Vocational Education Carl D. Perkins Funds **Amount: \$ 2,200**

These funds are used to purchase instructional materials, supplies, and equipment for the vocational woodshop and agriculture programs.

Agricultural Incentive Block Grant **Amount: \$ 10,200**

These funds are used to support the agricultural program at Loyalton High School through the purchase of instructional materials, supplies, and equipment and funding of field trips.

EIA-EIALL English Learners **Amount: \$ 3,400**

These funds are used to provide instructional aide salaries and to purchase instructional materials to help English Learners at Loyalton High School successfully access the core curriculum.

Title VI, Part B: Rural Education Achievement Program **Amount: \$ 8,500**

These funds are used to support instruction and academic programs for students in rural communities. We traditionally use the funding for technology and distance education.

TRiO Funds through Feather River College **Amount: \$16,500**

These funds are used to support a college-going culture for students who are economically disadvantaged. Funding will provide tutors for AVID classes and field trips.

Programs Included in this Plan

<i>State and Local Programs</i>		<i>Allocation</i>
✓	Economic Impact Aid/English Learner Program <i>Purpose:</i> Develop fluency in English and academic proficiency of English Learners.	\$ 3,400
✓	Agricultural Incentive Block Grant <i>Purpose:</i> Promote agricultural education and completion of FFA goals.	\$10,200
✓		
✓	TRiO, Feather River College Grant <i>Purpose:</i> Provide funds to promote college-readiness primarily to economically disadvantaged students.	\$16,500
	<i>Total amount of state categorical and local funds allocated to this school</i>	<i>\$ 30,100</i>

<i>Federal Programs under No Child Left Behind (NCLB)</i>		<i>Allocation</i>
✓	Title I, Part A: Schoolwide Program <i>Purpose:</i> Upgrade the entire educational program of eligible schools in high poverty areas.	\$ 24,000
✓	Title II, Part A, Teacher Quality	\$11,300
✓	Vocational Education Carl D. Perkins Funds <i>Purpose:</i> Students receive vocational and technology skills that support academic standards.	\$ 2,200
✓	Title VI, Part B: Rural Education Achievement Program <i>Purpose:</i> Allow rural schools to provide academic opportunities and technology for students.	\$ 8,500
	<i>Total amount of federal categorical funds allocated to this school</i>	<i>46,000</i>

SCHOOL SITE COUNCIL MEMBERSHIP

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the school through the Consolidated Application by the School Site Council. The current make-up of the school site council is as follows:

Names of Members	Site administrator	Certificated Staff	Classified Staff	Parent, Community	Student
Alfred, Camille		X			
Bergstrom, Sequoia					X
Bergstrom, Wendy				X	
Calabrese, Laura		X			
Elorza, Elizabeth			X		
Hughes, Dorothy (non-voting parent/classified alternate)					
Jaquez, Barbara, Secretary		X			
Mann, Nikki				X	
McKinney, Kim		X			
Peterman, Cory					X
Peterman, Laurie, Chairperson				X	
Peterman, Rachel					X
Stock, Marla	X				
<i>Number of members in each category</i>	1	4	1	3	3

Recommendations and Assurances

The School Site Council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The School Site Council is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The School Site Council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The School Site Council sought and considered all recommendations from the following groups or committees before adopting this plan:
 - a. School Advisory Committee for State Compensatory Education Programs
 - b. English Learner Advisory Committee
 - c. Community Advisory Committee for Special Education Programs
 - d. Associated Student Body of Loyalton High School
 - e. Loyalton High School Booster Club
4. The School Site Council reviewed the content requirements for school plans of programs included in the *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the School Site Council at a public meeting on March 24, 2014.

Attested:

Marla H. Stock

Printed Name of
School Site Administrator

Signature of
School Site Administrator

Date

Laurie Peterman

Printed Name of
School Site Council Chair

Signature of
School Site Council Chair

Date

SINGLE PLAN FOR STUDENT ACHIEVEMENT

AT DOWNIEVILLE SCHOOLS

46-70177-6050611

46-70177-4632303

CDS Codes

Date of this revision: March 2014

The *Single Plan for Student Achievement* (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the *Single Plan for Student Achievement*.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Derek Cooper
Position:	Site Administrator/Principal
Telephone Number:	530-289-3473
Address:	P.O. Drawer B Downieville, CA 95936
E-mail address:	dcooper@spjUSD.org

Sierra-Plumas Joint Unified School District

This school plan was adopted by the school site council on April 1, 2014.

The District Governing Board approved this revision of the School Plan on April 8, 2014.

Single Plan for Student Achievement Executive Summary

Schools: Downieville Elementary School and Downieville Jr/Sr High School

Number of Students: Downieville Elementary School:.....29

Downieville Jr/Sr High School:.....21

Number of Teachers:4.5

1. School-wide Focus Areas (3 Maximum)

- English Language Arts
- Mathematics Proficiency

School Profile Highlights

- Accelerated Reader (Downieville Elementary)
- Small class sizes
- Low student to teacher ratio
- Articulation from grade to grade: K-12
- Persistent, dedicated staff
- Classroom Aides
- On-going monitoring by teachers and site administrator
- Four Year Planning
- Arts in School Program
- Site Council

Barriers

- Small size
- Difficulty to attract and hire highly qualified teachers due to location
- Limited offering of sections
- Lack of funding to provide additional academic courses and other extra curricular activities
- Combined grade levels
- Lack of professional development opportunities that are nearby and address California teaching standards, curriculum and locally specific problems
- Lack of funding vocational education opportunities
- Socio-economic disadvantage
- After school activities/sports for bus riders

Actions

- Instructional aides have been hired to assist in elementary combination classes
- Restructure of the Elementary School
- Expanding: Data Gathering
- Professional Learning Communities
- Independent study programs
- Uniform offerings aligned district wide that meet A-G requirements
- District wide PSAT testing-incorporated into four year plan
- Support for new teachers
- Transitional counseling/4-year planning

- **Overview of data analysis**

- There are no statistically significant subgroups in school based upon the small numbers of students.
- Downieville Elementary School had a decrease of API points last year from 860 to 840.
- Downieville High School had an increase in API points from 731 to 787.

- **Goals based on data analysis**

- Identify bottom 40% of students for intervention (RTI)
- Using benchmark assessments will allow us to diagnose learning strengths and weaknesses
- Continue to work with our students to maintain a high rate of success on the CAHSEE.
- Improve the success rate of all students below proficient on all mandated tests.

- **Professional development plan**

- We will continue to address the development of standards based benchmark assessments to drive our instruction to better prepare our students.
- We have joined a consortium of professional development with Placer County.

- **School leadership: Focus on student learning**

The site administrator, also known as "principal" (hereinafter referred to as "site administrator"), is an instructional leader, and monitors progress by:

- Using the "walk through" method of monitoring teaching and learning.
- Meeting with grade levels and content areas on a regular basis to set goals based upon instructional data.
- Allocating resources based on data and need.

A teacher-in-charge and a lead-teacher are employed to meet site needs in the absence of the site administrator.

**Sierra-Plumas Joint Unified School District
Single Plan for Student Achievement**

**Downieville Schools
School Demographics for 2013-2014**

School Enrollment (CBEDS)	50
Percent Economically Disadvantaged (STAR)	50
Percent English Learners (STAR)	4

Ethnicity (Percent)

Hispanic	11
Asian	4
White	77
Unspecified	8

**Downieville Schools
Academic Performance Index (API) Growth**

	2012 Base API Actual	Growth Target For 12-13	2013 Growth API Actual	2012-2013 Growth Actual	Goal Met
Elementary	860	A	840	-20	Yes
JR/SR High	745	5	783	38	Yes
Subgroups	N/A	N/A	N/A	N/A	N/A

- ***School scored at or above the statewide performance target of 800. No growth is needed.**

Single Plan for Student Achievement

School Profiles

Downieville Schools are located in Western Sierra County and serve the communities of Downieville, Sierra City, Goodyears Bar, Pike and Alleghany. This is a very large geographic area. Therefore, many of our students ride the bus daily. This school is one of five in the Sierra-Plumas Joint Unified School District.

Special programs include ISP (Independent Study Program) to assist students in credit recovery as well as making up out of sync classes. Tutoring is also provided with assistance from several teachers before and after school and at lunch with prior arrangements and the use of CSF tutors.

The schools serve 51 students kindergarten through twelfth grade. The ethnic make up is as follows: 2% Asian, 5% Latino/Hispanic, 88% Caucasian.

Downieville Elementary staff includes: 1 part-time administrator (shared with DHS), a .4 school secretary, 2 full time regular education teachers, .2 special education teacher, 1 special education aide, 2 part time classroom instructional aides, 1 part time librarian, 1 part time speech therapist, .5 cook, .5 custodian, & .5 maintenance person. The two elementary classes are combined and split kindergarten-3rd grade and 4th-6th grade.

Downieville Jr/Sr High staff includes: 1 part time administrator (shared with DES), .4 school secretary (shared with DES), 2 full time regular teachers and 2 part time teachers. The entire classified staff is shared with the elementary school.

An aggressive attendance-monitoring program has been established district-wide and on-site. Our school secretary monitors attendance daily. The office staff helps families by providing information about available resources, as well as addressing student attendance issues with parents and students. The School Attendance Review Board is comprised of school officials, government agencies and law enforcement. They are poised to step in to situations where school attendance has become a problem.

The Response To Intervention (RTI) team membership is flexible and depends upon the needs of the student, but usually includes the student, parent(s)/guardian, teacher(s), site administrator, & Special Education teacher if needed. At the RTI meetings, a student's strengths, weaknesses, and needs are written down as specifically as possible and parent input is encouraged. At these meetings an action plan is developed to meet stated needs, with a follow-up date to discuss the success of the action plan, and to generate further suggestions for intervention if needed. For students still not being successful even with classroom modifications, the RTI plan can recommend special education testing when necessary and appropriate. When testing is completed, an IEP (Individualized Education Program) meeting is held to determine a student's eligibility and placement.

The School Site Council (SSC), a group of parents and staff that meet quarterly, is charged with implementing the Single Plan for Student Achievement. The SSC monitors the Single Plan, which ensures that all students have access to the core curriculum, that the program of support services is coordinated to minimize duplication and eliminate gaps, and to ensure that the school program is responsive to the individual needs of each student. The Single Plan for Student Achievement also ensures that the needs of English Language Learners educationally disadvantaged are met. Finally, the SSC is charged with ensuring that there is ongoing evaluation of the school program.

The learning environment is conducive to a strong academic focus, which is accomplished through a clear understanding of the state and District content and performance standards for all students. Downieville Schools faculty meets and participates in staff development opportunities to stay current with District adopted data analysis programs.

1. Alignment of curriculum, instruction and materials to content and performance standards:

The district has adopted the state approved curriculum in reading/language arts, math, social studies, and science and teachers use those materials to assure that students receive instruction in the content areas based on California's content standards. Instruction is informed, modified, and differentiated by teachers through the process of grade level teacher analysis of student performance on continuous monitoring and benchmark assessments. All students, K-12, are expected to master the grade level standards in order to be promoted to the next grade.

Currently in language arts we are using the state adopted textbooks, Open Court Reading, at the elementary level. These texts/programs are comprehensive and are utilized by all student groups including special education students and English language learners. In mathematics, we are currently using Saxon Math in grades K through three. All student groups use Saxon math materials. Houghton Mifflin Social Studies and Harcourt Brace Science are used in grades three through six and California Math 4th through 6th.

For 7th grade curriculum we are using Glencoe McGraw Hill Mathematics, Holt Life Science, Prentice Hall Literature for our Language Arts program, and Holt/California Social Studies. For our 8th grade program we are using Algebra – Glencoe McGraw Hill texts book, Holt Physical Science, Prentice Hall Literature for Language Arts, and Holt/California for Social Studies.

These materials were approved by the State Board of Education because they were aligned with content standards and frameworks; organized in a sequential way from grade level to grade level; contain assessment designed to measure what students know and what they can do; provide universal access for all students; and provide instructional planning and support for teachers.

All students, 9-12, are expected to master the course standards in order to earn appropriate credits and to meet all graduation requirements. In all core curricular areas Downieville Junior/Senior High School is using state adopted and or district approved textbooks. The texts are standards based and aligned with the Sierra-Plumas Joint Unified School District adopted curriculum. In the spring of 2005 math and science textbooks were adopted and purchased for

the 2005-2006 school year. To be in compliance with the newly negotiated Williams Act, science lab equipment was prioritized by the science teachers for purchase for the 2005-2006 school year. This included some of the lab equipment, which came from the closed Pliocene Ridge School. The district's Social Studies Committee has been working on the adoption of new texts district wide. We have finalized this process and delivered the new books to all classrooms. This adoption included standards-based textbooks for grades K-12.

All textbooks used in the Honors Program or the Advanced Placement courses are those approved through College Board, and are in accordance with the UC/CSU policies and regulations. A staff member from Downieville High School trained in Advanced Placement strategies allowing her to be better prepared to instruct these students. Downieville Junior/Senior High School currently offers only two AP and Honors courses: AP English Literature and Composition and AP English Language and Composition. Both of which are approved accredited courses.

2. Availability of standards-based instructional materials appropriate to all student groups:

The goal of our instructional program is to insure access to standards based curriculum and instruction so that all students can meet or exceed the standards. All students have equal access and opportunity to master grade level standards. Standards based instructional materials (textbooks and their supplements) are purchased for every student at every grade level in the core content areas.

Students identified with special needs have an Individualized Education Plan (IEP). Each plan is written by the IEP team and specifically designed to meet the student's academic needs. Special education teachers use standards based materials to assist each student in meeting his or her educational goals. In addition, each child at Downieville School is mainstreamed into the general education setting for at least part of each day as their IEP permits. For all of their classes, they have access to the mainstream teachers due to NCLB "Highly Qualified Teacher" requirements. With the support of special education personnel, special education students are given the opportunity to access and master grade level standards.

English language learners are also incorporated into the mainstreamed classroom. All teachers on site have received either their BCLAD, CLAD, or SDAIE training to receive their certification. Teachers use standards based materials and SDAIE instructional strategies in order for English Language Learners to master the curriculum. Students in need of intensive language instruction have access to a part time bilingual aide to assist them in problem areas.

3. Alignment of staff development to standards, assessed student performance and professional needs:

Student achievement and staff needs are evaluated yearly. The district utilizes a number of staff development days each year to provide staff development opportunities in the following areas:

- Professional Learning Communities (PLC) to align and develop assessments.
- Technology training: Smart boards

- Strategies and techniques for teaching diverse student populations
- Training in the content areas
- Classroom Management
- Standards based Instruction
- K-12 Health Integration into the curriculum

4. Services provided by the regular program to enable underperforming students to meet standards:

All teachers implement the standards-based instructional materials described above. The district-adopted materials address the needs of diverse learners, including underperforming students. At Downieville Elementary School, all students participate in a leveled reading program. Students are assessed at the beginning of the year and placed in reading groups based on the results. Each class is structured to meet the needs of the students in those particular reading levels. Students are reassessed throughout the year, and as their reading proficiency improves they are able to move to the appropriate group. Students are exposed to expository text as well as literature.

RTI meetings are held to collaboratively find ways to help under performing students meet the state standards. The team includes the classroom teachers, a special education teacher, parents, and the site administrator. As a result of these meetings, students are often referred for testing for special education services, counseling, and tutoring. A plan is developed to assist the regular education teacher meet the need of under-performing students in the classroom.

5. Services provided by categorical funds to enable underperforming students to meet standards:

Categorical and discretionary funds are used to support instructional aide time in the classroom. Both of our elementary classrooms are combination classes. One is K-3 and the other is 4-6. In order to enable the teacher to work effectively with each grade level and the diverse needs of students at that grade level, several aides are necessary. A third aide is provided to the special education classes. Therefore, Title 1, Title II and EIA-EIALL and unrestricted funds are spent on personnel who work directly with under-performing students. Much of the funding for instructional materials and supplies comes from FLEX funds. These materials assist teachers in preparing activities to give support to students needing extra assistance with course standards.

- Staff development opportunities for teachers and support staff-in Reading/Language Arts (Language!), Math and Science support the best practices in instruction.
- Supplemental Materials are provided to students to assist in their learning, including books, calculators, and other instructional materials.

6. Use of state and local assessments to modify instruction and improve student achievement:

Both state and local assessments are used to inform instructors and to address individual student gaps in academic performance. Each year, the site administrator analyzes state assessment results with teachers and they discuss what actions are needed for student achievement. These actions

are reviewed in staff meetings as well as individual teacher meetings with administration. Site categorical resources target supplemental interventions to improve student performance. Teachers use state and local assessments to determine at-risk status of students, develop interventions, and determine promotion and retention. The site administrator monitors effective implementation of standards-based programs and progress of students through observation, meetings, and data basing student progress. The students who score in the bottom 30% are specifically identified for intervention.

The Sierra Plumas Joint Unified School District also maintains a promotion and retention policy.

Each year, our students participate in the CST testing as required by the state. The data generated by the testing is disaggregated and made available to the teachers. Teachers are able to see areas of student strength and weakness and modify instruction to address those needs.

7. Number and percentage of teachers in academic areas experiencing low student performance:

All students are distributed into classrooms to achieve a balance of high, medium, and low abilities. Through the use of CST scores, local assessment and informal and formal testing in the classroom, teachers evaluate the data and plan lessons to challenge those students with average to high abilities and remediate those who are struggling. Differentiated instruction will allow students to progress at their individual pace and ability. Although the test scores at DES and DHS are consistently high, there are some students in every grade level that struggle to meet the standards.

8. Family, school, district and community resources available to assist these students:

The First 5 program of Sierra County offers assistance to parents and their families in the transition of children into the school system.

All teachers offer a quiet classroom where students may complete homework and get assistance outside of regular class time if necessary.

Summer School: There will not be a summer school program this summer due to the lack of funds.

9. School, district and community barriers to improvements in student achievement:

Downieville Schools serves a population of students and their families from an area that is socio-economically depressed. Sixty-five percent of our students receive free and reduced lunches. As a result, our school faces the typical barriers associated with high poverty rates: lack of parental involvement, lack of health care and mental health care services, absenteeism, child abuse and neglect, family instability and violence.

10. Limitations of the current program to enable underperforming students to meet standards:

- Rural isolation leads to a lack of community resources.
- Limited ability to facilitate parental involvement in their students' academic endeavors.
- Lack of funding to provide transportation for students participating in after school programs such as additional tutoring.
- More vocational education opportunities could improve student motivation.
- Lack of funding to hire necessary staff to open the campus and resources on Saturdays and evenings.
- Staff professional development training in California standards-based instruction, curriculum and locally specific problems requires travel, considering our remote location. This is not only expensive but often treacherous during winter months.

Single Plan for Student Achievement

School Culture

Increase opportunities to learn

To increase student attendance as measured by a decrease in the number of absences and discipline referrals.

Planned Improvements in Student Achievement

The content of this school plan is aligned with school goals for improving student achievement. School goals are based upon analysis of verifiable state data, including the Academic Performance Index, California Standardized Test and the English Language Development test. The school site council analyzed available data on the academic performance of all students, including English Learners, economically disadvantaged students, and students with exceptional needs. The council also obtained and considered input from the school community. Based on these analyses, the council has established the following performance improvement goals, actions, and expenditures.

Goal: ENGLISH LANGUAGE ARTS and MATHEMATICS

Goal Statement

To increase the percentage of students scoring proficient or advanced by 5 percent as measured on the 2012 California Standards Test (CST) in English Language Arts and mathematics. To maintain an API score at or above 800.

Student Group

School wide

Performance Gains – English Language Arts

ELA Target = 67.6%

School wide at or above proficient 68.4%

Socioeconomically Disadvantaged 63.6%

The Elementary School wide percentage scoring proficient or higher will increase from 68.4% (May 2013) to 70.0% (May 2014).

Performance Gains – Math

Math Target = 68.5%
School wide at or above proficient 57.9%
Socioeconomically Disadvantaged 54.5%

The Elementary School wide percentage scoring proficient or higher will increase from 57.9% (May 2013) to 68.5% (May 2014).

Means of Evaluating

Annual state assessments
Report card data

Description of Specific Actions to Improve Educational Practice

Downieville Elementary School

School wide: Instructional assistants will help with the intervention process provided by the teachers.

Means of Achievement: Increased educational opportunity for low-performing students.

Task: To assist in the daily reading language arts and mathematics intervention instruction focusing on low-performing students. Provide students (Grades K-5) in need of small group or one-to-one support in reading/language arts intervention under the direction of the classroom teacher.

Measures: Daily schedules, ongoing classroom monitoring

Personnel assigned: Classified aides, high school students (TA)

Start Dates: 08/26/13

End Dates: 06/06/14

Funding Source	Related Expenditure	Estimated Costs
Title 1	Classified Salary	\$ 7,000
Small Rural Schools Achievement Program (REAP)	Instructional Materials	\$ 1,400

Professional Development

Means of Achievement: Staff development and professional collaboration

Tasks: Provide professional development opportunities to teachers in the areas of reading/language arts and opportunities to collaborate around student assessment and instructions.

Measures: On-going

People Assigned: Derek Cooper, Site Administrator

Start Dates: 08/26/13

End Dates: 06/06/14

Funding Source	Related Expenditures	Estimated Costs
Title II	Teacher Quality	\$ 1,500

GOAL: ENGLISH LANGUAGE DEVELOPMENT

Goal Statement

To increase the proficiency levels of all English Learner students by one level as measured on the 2010 CELDT

Student Group

English Learner(s)

Performance Gains

All English Learner(s) will gain one proficiency level annually.

Means of Evaluating

CELDT

Description of Specific Actions to Improve Educational Practice

Means of Achievement: Increased educational opportunity

Task: Provide supplemental instruction to EL student(s)

Measures: CELDT, CST ELA, ongoing classroom monitoring

People assigned: Classified Staff

Start Dates: 08/26/13

End Dates: 06/06/14

Funding Source	Related Expenditures	Estimated Costs
Educational Impact Aide	Classified Salary	\$ 1,700
Small Rural Schools Achievement Program (REAP)	Response to Intervention Stipend	\$ 600

Categorical Funding Allocated to this School/District

The following state and federal categorical funds were allocated to this school through the Consolidated Application, Part II. Additional funds (listed under "Other") may be allocated to the school in accordance with district policy.

STATE PROGRAMS

Economic Impact Aid/English Learner Program **Amount: \$1,700**

Purpose: Develop fluency in English and academic proficiency of English learners

Purpose: Improve school response to educational, personal, and career needs of all students

Purpose: To increase academic achievement by improving teacher and site administrator quality.

Purpose: To increase academic achievement by providing smaller group instruction opportunities for students who are experiencing difficulties in core subjects.

FEDERAL PROGRAMS

Elementary and Secondary Education Act:

Purpose: To ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education, and reach minimum proficiency on the state content standards and assessments.

Title I:	Amount: \$ 7,000
Title II: Teacher Quality	Amount: \$ 1,500
REAP	Amount: \$ 6,000

Form D: School Site Council Membership

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:¹

Names of Members	Site administrator	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Derek Cooper	X				
Augustine Corcoran		X			
Alicia Schofield		X			
Cynthia Schofield			X		
Steve Folsom				X	
Amber Sainsbury				X	
Numbers of members of each category	1	2	1	2	0

¹ At elementary schools, the school site council must be constituted to ensure parity between (a) the site administrator, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. All members must be selected by their peer group.

Single Plan for Student Achievement
Schoolwide Action Plan
Downieville Schools

English Language Arts and Mathematics

Area: *To continue to develop strategies to provide additional academic support in the areas of literacy and mathematics.*

Growth: *Downieville High School will increase the number of students scoring proficient or above on the CST English Language Arts and subject mathematics tests by five percent as compared to the 2012 CST scores.*

Rationale: *To provide students with stronger literacy and mathematics skills to meet their present and future academic, vocational, and personal needs.*

ESLR Link: *Knowledgeable, Critical Thinkers, and Effective Communicators*

Means of Achievement:

1. Purchasing Accelerated Reader, Accelerated Math, and Star Reading to assist students with foundational mathematics skills to enable them to successfully access the core curriculum.
2. Providing EIA/ELL aide to assist students in gaining foundation skills needed to successfully complete core classes and to pass the CAHSEE by offering tutoring in class and during lunch.
3. Motivating students to increase time spent in reading by providing materials for reading circles in the Flex Period and purchasing the Accelerated Reader program for Downieville High School.
4. Maintaining a vocational program that provides students with opportunities to apply and enhance the core academic skills in hands-on vocational settings.

Funding Source: Economic Impact Aid/English Language Learner funding and

Categorical Funding: Title VI, Small Rural Schools Achievement Program

Estimated Cost: \$4,700

Implementers: Administration, Staff, Technology Coordinator, District Testing Coordinator

Means to Assess: Comparison of CST scores in mathematics and ELA from 2012 to 2013, school schedule, classroom checks, and annual review of action plan at faculty meetings

Professional Development

Area: *To offer training to the faculty and staff at Downieville High School to foster professionalism and collaboration, to further develop the craft of teaching, and to enhance the love of learning and teaching that originally lead them to careers in education.*

Growth: *Downieville High School will meet their API growth for fiscal year 2013/14 and meet expected goals in all areas of the AYP.*

Rationale: *To provide students with the academic and vocational skills needed to become productive, successful workers and community members.*

ESLR Link: *Knowledgeable, Critical Thinkers, and Effective Communicators; Effective Communicators*

Means of Achievement:

1. Providing professional development opportunities to staff in the areas of assessment and course design.
2. Providing funding for teachers who are planning to teach or are teaching Advanced Placement courses to attend AP Institute workshops.
3. Scheduling minimum days to allow all teachers to participate in district Professional Learning Communities activities.
4. Offering professional development to all staff in the use of Smart Board technology.

Funding Source: Title II

Categorical Allocation: Teacher Quality

Estimated Cost: \$1,500

Implementers: Administration, Staff

Means to Assess: API/AYP review and annual review of action plan at faculty meetings

Core Intervention Enrollments

- Area:** *To continue to ensure that placement in Core Intervention and Math Intervention courses is limited to students with specific academic needs determined by student grades and/or standardized test scores.*
- Growth:** *Downieville High School seniors will all pass the CAHSEE prior to graduation, and Downieville High School will achieve its API/AYP goals in 2013/14 school year.*
- Rationale:** *To ensure academic progress for all students toward meeting their individual academic goals and the school's overall academic goals.*
- ESLR Link:** *Knowledgeable, Critical Thinkers, and Effective Communicators; Effective Communicators*

Means of Achievement:

1. Evaluating student report cards at the end of each semester.
2. Annual review of CST results to accurately place students who score Below Basic or Far Below Basic in ELA or mathematics.
3. Using intervention materials and software programs - such as provided with Language! - to accurately assess student placement in Core Intervention classes.
4. Mandating enrollment in intervention for students in Grades 11 and 12 who have not passed one or both sections of the CAHSEE.

Funding Source: Small Rural School Achievement Program (REAP)
Educational Impact Aid/English Language Learner (EIA/ELL)

Estimated Cost: \$3,000

Implementers: Administration, Staff, RTI Coordinator, Resource Specialist

Means to Assess: Annual review of CST scores, ongoing review of CAHSEE scores, and annual review of action plan at faculty meetings

School Culture

Area: *To create an environment conducive to student learning where students learn to value education and feel safe, welcome, and comfortable.*

Growth: *Truancy rate will drop by three percent and the percentage of students involved in extra- co-curricular activities will increase by three percent as compared to the 2011-12 school year.*

Rationale: *When a school focuses on learning and maintains a safe, welcoming, comfortable environment students will attend and actively participate.*

ESLR Link: *Healthy Individuals*

Means of Achievement:

1. Working closely with Sierra County Office of Education in accessing the services of the School Psychologist to work with student groups or individuals as recommended by RTI/SSTs or SARB.
2. Keeping the school facilities and grounds in good repair and clean to promote student pride, health, and safety.
3. Continued communication with parents, students, and stakeholders to improve involvement in our school and commitment to our school's goals. Funds will be used for stationery and postage.
4. Cooperation with district office, project manager, and maintenance staff in obtaining funding for facility improvements including those indicated on our Facilities Inspection Tool and recommended by School Site Council.
5. Supporting student clubs in meeting their stated goals as they relate to leadership development, community service, and academic enhancement.
6. Maintaining an interscholastic athletic program that promotes athletic development, sportsmanship, student academic achievement, and healthy lifestyles.
7. Providing a period in the schedule for a teacher to serve as Academic Adviser to assist students with setting academic and career goals, funding post-high school education and/or training, and applying to colleges and universities.

Funding Source: Sierra County Office of Education and Carl Perkins Vocational Education Funds

Most cost is included in County funded Psychologist/Risk Counselor, and Maintenance and Custodial salaries.

Implementers: Administration, Staff, Students, Parents, Community

Means to Assess: Annual review of action plan at faculty meetings

CATEGORICAL FUNDING ALLOCATED TO THIS SCHOOL

The following state and federal categorical funds were allocated to this school through the Consolidated Application, Part II.

Vocational Education Carl D. Perkins Funds **Amount: \$ 500**

These funds will be used to purchase instructional materials, supplies, and equipment for the vocational woodshop, computer applications.

Title II, NCLB, Part A, Teacher Quality **Amount: \$1,500**

Title II funds are used to provide professional development on technology in order to increase student access to technology in core curriculum and to assist non-NCLB teachers to obtain appropriate credentials.

Economic Impact Aid/English Learner Program **Amount: \$5,200**

These funds will be used to provide instructional aide salaries and to purchase instructional materials to help English Learners at Downieville High School successfully access the core curriculum.

Small Rural Schools Achievement Program (REAP) **Amount: \$2,000**

These funds are to support instruction and academic programs for students in rural communities. We traditionally use the funding for instructional software material

Programs Included in this Plan

<i>State and Local Programs</i>		<i>Allocation</i>
✓	Economic Impact Aid/English Learner Program <i>Purpose:</i> Develop fluency in English and academic proficiency of English Learners.	\$5,200
<i>Total amount of state categorical and flex funds allocated to this school</i>		<i>\$5,200</i>

<i>Federal Programs under No Child Left Behind (NCLB)</i>		<i>Allocation</i>
✓	Vocational Education Carl D. Perkins Funds <i>Purpose:</i> Students receive vocational and technology skills that support academic standards.	\$ 500
✓	Title II, Part A: NCLB, Teacher Quality <i>Purpose:</i> Support professional development and the use of technology.	\$1,500
✓	Small Rural Schools Achievement Program (REAP) <i>Purpose:</i> Allow rural schools to provide academic opportunities for students.	\$2,000
<i>Total amount of federal categorical funds allocated to this school</i>		<i>\$4,000</i>

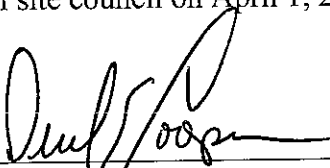
RECOMMENDATIONS AND ASSURANCES

The school site council recommends this school plan and its related expenditures to the district governing board for approval, and assures the board of the following:

1. The school site council is correctly constituted, and was formed in accordance with district governing board policy and state law.
2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (**Check those that apply**)
 - ___ School Advisory Committee for State Compensatory Education Programs
 - ___ English Learner Advisory Committee
 - ___ Community Advisory Committee for Special Education Programs
 - ___ Gifted and Talented Education Program Advisory Committee
 - ___ Other (List)
4. The school site council reviewed the content requirements for school plans of programs included in this Single Plan for Student Achievement, and believes all such content requirements have been met, including those found in district governing board policies and in the Local Improvement Plan.
5. This school plan is based upon a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the school site council on April 1, 2014.

Attested:

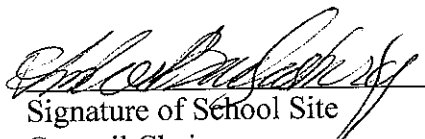
DEREK COOPER
Typed name of School Site Administrator



Signature of School Site Administrator

4/1/14
Date

AMBER SAINSBURY
Typed name of School Site
Council Chairperson



Signature of School Site
Council Chairperson

4/1/14
Date

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

This AGREEMENT between the Plumas Unified School District (hereinafter, "PUSD") and the Sierra-Plumas Joint Unified School District (hereinafter, "SIERRA-PLUMAS") entered into for the purpose of providing equipment, repairs and other necessary and appropriate items for the operation of certain school vehicles defined herein.

RECITALS

Whereas PUSD is a Unified School District organized under the laws of the State of California, with district offices located in Quincy, in Plumas County, California;

Whereas SIERRA-PLUMAS is a Unified School District organized under the laws of the State of California, with district offices located in Loyalton, in Sierra County, California;

Whereas, PUSD and SIERRA-PLUMAS are mutually interested in providing adequate transportation services for their respective students, and

Whereas, PUSD owns school vehicles suitable for busing services and is interested in cooperating with SIERRA-PLUMAS to provide school vehicles, and

Whereas, both parties mutually agree that this Agreement is of value on an individual and mutual basis.

Now, therefore, it is mutually agreed as follows:

A. PUSD'S RESPONSIBILITIES:

1. PUSD agrees to provide for the purposes of this Agreement the four (4) school vehicles described in Appendix A, attached hereto, (hereinafter, VEHICLES) to SIERRA-PLUMAS for the 2014/15 academic school year.
2. PUSD shall deliver the VEHICLES to SIERRA-PLUMAS upon execution of this AGREEMENT, by making the VEHICLES available for pick-up at the PUSD BUS BARN, located at 113 No. Mill Creek Rd., Quincy, CA 95971 (hereinafter DELIVERY).
3. PUSD shall ensure, at the time of DELIVERY, that the VEHICLES are in compliance with all statutory and regulatory school vehicle licensing, certification and operational requirements for transporting students, including Title 13 of the California Code of Regulations, Section 1231.
4. PUSD shall ensure that each of the VEHICLES has a valid and current Vehicle Inspection Approval Certificate and are ready for service at the time of DELIVERY.
5. PUSD shall perform all required inspections and maintenance of the VEHICLES in accordance with the Title 13, California Code of regulation, Section 1232 and provide a copy of the most recent vehicle maintenance records per Title 13 of the California Code of Regulations, Section 1232.

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

6. PUSD shall provide the VEHICLES to SIERRA-PLUMAS at DELIVERY in good condition and working order, with fire extinguisher, first aid kit, and all safety equipment required by the State of California Motor Carrier and State Education Code.
7. PUSD will provide all ROUTINE MAINTENANCE for the VEHICLES. ROUTINE MAINTENANCE is limited to regularly scheduled service and maintenance/repairs to normal wear and tear. ROUTINE MAINTENANCE shall not include any damage, destruction, or wear and tear caused by any unauthorized use or miss-use of the VEHICLES.
8. PUSD will provide driver training, both in the classroom and behind the wheel, as required by the State of California to SIERRA-PLUMAS employees who will be driving the VEHICLES.

B. SIERRA-PLUMAS' RESPONSIBILITIES:

1. SIERRA-PLUMAS shall compensate PUSD for use of the VEHICLES in accordance with the rates defined in Appendix B. Payment shall be made within 30 days of receipt of invoice.
2. SIERRA-PLUMAS is responsible for transporting the VEHICLES to the PUSD BUS BARN for all ROUTINE MAINTENANCE and other repairs. In the event of mechanical breakdown, SIERRA-PLUMAS is responsible for arranging independent tow service to the PUSD BUS BARN.
3. SIERRA-PLUMAS will reimburse PUSD for all costs and expenses, including parts and labor as defined in Appendix B, associated with ROUTINE MAINTENANCE and other repairs of the VEHICLES.
4. SIERRA-PLUMAS will compensate PUSD for classroom and behind the wheel vehicle driver training in accordance with the rates defined in Appendix B. Payment shall be made within 30 days of receipt of invoice.
5. SIERRA-PLUMAS shall notify PLUMAS of any accident, collision, or incident that causes damage to any of the VEHICLES within 24 hours of said accident, collision, or incident.
6. SIERRA-PLUMAS shall secure and maintain any and all licenses and/or permits required by law for the operation of the VEHICLES and furnishing of transportation services using the VEHICLES during the term of this AGREEMENT.
7. SIERRA-PLUMAS shall comply with and observe all applicable federal, state and local laws applicable to the transportation of students, all provisions of the California Vehicle Code, all directives and regulations of the California State Board of Education, the California Highway Patrol, the Sierra-Plumas JUSD Governing Board, and any other laws, rules or regulations applicable to the transportation of students.

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

8. SIERRA-PLUMAS, its employees, and its agents shall secure and maintain valid permits and licenses and certifications that are required by law for the execution of this AGREEMENT.
9. Only those SIERRA-PLUMAS employees who have successfully completed the driver training described in Section A.8. of this AGREEMENT shall be permitted to operate the VEHICLES. The successful completion of driver training is to be determined at the sole discretion of PUSD. SIERRA-PLUMAS shall bear any and all costs, expenses, and liabilities that result from the operation of the VEHICLES during the term of this AGREEMENT by anyone who has not successfully completed the driver training described in Section A.8. of this AGREEMENT.
10. SIERRA-PLUMAS shall not assign or transfer, by operation of law or otherwise, any or all of its rights, responsibilities, burdens, duties or obligations under this AGREEMENT.
11. SIERRA-PLUMAS will accept DELIVERY of the VEHICLES following the execution of this AGREEMENT by arranging to pick up the VEHICLES at the PUSD BUS BARN in accordance with Section A.2. of this AGREEMENT.
12. SIERRA-PLUMAS shall return the VEHICLES to PUSD by transporting the VEHICLES to the PUSD BUS BARN on or before June 30th of the final year of this AGREEMENT (See TERM OF THE AGREEMENT, Section C, herein). The VEHICLES must be returned in good condition and working order, with fire extinguisher, first aid kit, and all safety equipment required by the State of California Motor Carrier and State Education Code. If the VEHICLES are not returned in the condition described above, to the satisfaction of PUSD in its sole discretion, SIERRA-PLUMAS shall reimburse PUSD for any and all costs or expenses required to return the VEHICLES to such satisfactory condition.
13. SIERRA-PLUMAS, at its expense, shall procure and maintain throughout the term of this AGREEMENT, General Liability insurance with a minimum per occurrence limit of \$10,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Such minimum limits of policies shall in no event limit the liability of SIERRA-PLUMAS hereunder. Insurance shall include coverage for claims against SIERRA-PLUMAS, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of SIERRA-PLUMAS) arising out of errors and omissions, abuse and molestation, and employment practices liability. The policy or policies shall name as additional insured/additional covered party PUSD; its elected or appointed officials, employees, agents and volunteers. SIERRA-PLUMAS's policy or policies shall provide that their insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by SIERRA-PLUMAS under this AGREEMENT. Any insurance procured by PUSD, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted.
14. Automobile Liability: SIERRA-PLUMAS shall maintain Primary Automobile Liability Insurance, including non-owned and hired coverage with a minimum per accident limit of \$10,000,000 for any injuries to persons (including death therefrom) and property damage in connection with SIERRA-PLUMAS' activities under this AGREEMENT. SIERRA-

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

PLUMAS' policy must provide primary auto liability and name PUSD, its elected or appointed officials, employees, agents and volunteers as additional insured's by endorsement to the policy. Any insurance or self-insurance maintained by PUSD, its elected or appointed officials, employees, agents and volunteers shall be in excess of SIERRA-PLUMAS' insurance and shall not contribute with it. SIERRA-PLUMAS' policy must name PUSD as Loss Payee and provide auto physical damage coverage (comprehensive and collision) for each of the VEHICLES, with deductibles not to exceed \$5,000 per claim.

15. Upon execution of this agreement and annually thereafter, SIERRA-PLUMAS shall furnish PUSD with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by PUSD before DELIVERY or commencement of any other activities described in this AGREEMENT. PUSD reserves the right to request complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT at any time.

C. TERM OF THE AGREEMENT

The term of this AGREEMENT shall be from July 1, 2014, to June 30, 2015. This Agreement shall be automatically renewed for an additional fiscal year commencing July 1, 2015, and annually thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to March 1 of that same year.

D. DISPUTE RESOLUTION

If a dispute under this AGREEMENT arises, or any party to this AGREEMENT believes that a breach of this AGREEMENT has occurred, the parties shall schedule a meet-and-confer within thirty (30) business days of receiving written notification from the other party of the dispute or alleged breach. During the meet-and-confer, the parties shall make good-faith attempt resolve any disputes and remedy any alleged breach of this AGREEMENT. Any dispute of claim in law or equity arising under this AGREEMENT which is not resolved through the meet-and-confer shall be decided by neutral, non-binding arbitration. Arbitration shall be conducted in accordance with the rules of either the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services, Inc. (JAMS). The selection between AAA and JAMS rules shall be made by the party who first files for the arbitration. The parties may agree, in writing, to use different rules and/or arbitrator(s). In all other respects, the arbitration shall be conducted in accordance with PART III, Title 9 of the California Code of Civil Procedure.

E. INDEMNIFICATION.

SIERRA-PLUMAS shall indemnify, defend, and hold harmless PUSD, its elected or appointed officials, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "indemnified parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the indemnified parties, that may be

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

asserted or claimed by any person, firm or entity arising out of, or in connection with, SIERRA-PLUMAS's performance under this AGREEMENT, including but not limited to, any acts or errors or omissions by PUSD, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the indemnified parties.

PUSD shall indemnify, defend, and hold harmless SIERRA-PLUMAS, its elected or appointed officials, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "indemnified parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the indemnified parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, PUSD's performance under this AGREEMENT, including but not limited to, any acts or errors or omissions by SIERRA-PLUMAS, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the indemnified parties.

F. RISK OF LOSS

Except as otherwise provided in this AGREEMENT, any risk of loss for the VEHICLES shall transfer to SIERRA-PLUMAS upon DELIVERY and shall transfer back to PUSD upon return of the VEHICLES at the conclusion of the term of this AGREEMENT.

G. SEVERABILITY

Should any part of this Contract be determined by a court of competent jurisdiction to be unenforceable that part alone shall be severed, and the remainder of the Contract shall continue in force.

H. CONSTRUCTION

The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning.

I. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by personal delivery or by depositing same in the United States Post Office, postage prepaid and certified, addressed as follows:

PLUMAS Unified School District
Micheline G. Miglis, Superintendent
50 Church Street
Quincy, CA 95971

Sierra-Plumas Joint Unified School District
Dr. Merrill M. Grant, Superintendent
P.O. Box 955
109 Beckwith Road
Loyalton, CA 96118

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

J. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of California.

K. MODIFICATION OF THE AGREEMENT

This Agreement, and any provisions herein, may not be changed, waived, discharged or terminated unless by a written instrument, signed by the Parties.

L. ENTIRE AGREEMENT

This AGREEMENT and the attachments hereto contain all of the terms and conditions agreed upon by the Parties relating to the matters covered by this AGREEMENT, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications of the Parties, whether oral or written, respecting the matters covered by this AGREEMENT. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties concerning the subject matter of this AGREEMENT are contained herein.

M. FORMALITIES OF EXECUTION

This AGREEMENT may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this AGREEMENT shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

N. AUTHORITY TO SIGN

The undersigned are authorized to execute this AGREEMENT on behalf of their respective agencies and have read, understood and agreed to all of the terms and conditions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year hereinabove written and have affixed their official seals hereto.

Plumas Unified School District

Sierra-Plumas Joint Unified School District

By: _____
Micheline G. Miglis
Superintendent

By: _____
Dr. Merrill M. Grant
Superintendent

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

Appendix A

Vehicle Description

- 1.
- 2.
- 3.
- 4.

DRAFT

VEHICLE LEASE AGREEMENT
BETWEEN PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND SIERRA-PLUMAS JOINT SCHOOL DISTRICT

Appendix B

Cost per vehicle, per actual mile driven.....	\$1.25
Cost for behind the wheel training.....	\$60.00/hour
Cost for classroom training.....	\$60.00/hour
Maintenance work.....	parts plus labor (itemized below)
plus 10% surcharge on parts for non-itemized supplies	
Cost for Labor per hour.....	\$60.00/hour
Cost for parts, plus overhead charge.....	cost plus 15%

DRAFT

SCHOOL BUS DRIVER

DEFINITION: Under the supervision of the Superintendent or designee, the School Bus Driver operates a school vehicle for the purpose/s of transporting students over designated routes and/or special excursions in accordance with time schedules; enforcing rules, regulations and laws to maintain safety during transport; ensuring vehicle is safe operating condition; and ensuring safety of students during transport, loading and unloading from the buses.

EXAMPLE OF DUTIES: Duties include, but are not limited to the following:

- Drive a vehicle daily for the purpose of transporting students over designated assigned routes and/or special excursions
- Pick up and discharges children at designated stops
- Escort children across streets and/or highways, stopping traffic as needed
- Transport children, teachers, and chaperones on field trips to various locations
- Maintain good order among students in the vehicle following District policies regarding the disciplining of children; works closely with school administration and parents regarding student conduct in the vehicle
- Provide courteous, professional contact with parents, students, general public and school staff;
- Conduct operational inspection on the assigned vehicle before each operation for the purpose of ensuring that the vehicle is in safe operating condition
- Clean interior of vehicle for purpose of maintaining appearance, sanitation and safety of the vehicle
- Make daily bus reports, maintain required records and prepare documentation as needed
- Check student bus passes
- Obey all traffic laws
- Observe all mandatory safety regulations for school buses
- Report critical problems, accidents and/or incidences to the Superintendent or designee and complete appropriate reports
- Install and remove snow chains when necessary
- Conducts emergency evacuation drills to students and teachers for the purpose of ensuring efficiency of procedures; directs students and staff regarding safety for the purpose of enforcing rules, regulations and laws
- Attend trainings, safety meetings and workshops for the purpose of maintaining skills and meeting requirements for school bus certificate
- Perform other related duties as assigned for the purpose of ensuring the efficient and effective function of the job

MINIMUM QUALIFICATIONS

Skills, Knowledge and Abilities:

- Skill to operate a school bus safely and efficiently
- Proof of good driving record and knowledge of safe driving practices
- Basic mechanical abilities and knowledge of vehicle operations and equipment

-
- Possess knowledge and understand State laws, rules and regulations pertaining to school bus operations and pupil transportation
 - Promote good working relationships with students, staff, parents and others while preserving confidential matters which may occur within the scope of assigned duties
 - Knowledge and understanding of applying basic first aid practices
 - Knowledge of operating a fire extinguisher
 - Skills in record-keeping; make daily bus reports and other inspection reports clearly and accurately; maintain accurate, complete and timely records
 - Knowledge in basic mathematical calculations to prepare reports
 - Skill in driving in varying conditions (road and weather)
 - Understand and carry out oral and written instructions; use English in both written and verbal form
 - Maintain close communication with the Superintendent's office regarding routes, schedules and pupil conduct
 - Ability to work under limited supervision following standardized practices and/or methods
 - Make common sense decisions in routine and potentially critical situations
 - Determine suitable alternate routes when necessary
 - Ability to install and remove chains when necessary
 - Pass required physical exam in order to maintain license/certification
 - Pass D.O.T. required random testing
 - Flexibility to work with others in a variety of circumstances; accommodate school schedule changes

LICENSE AND CERTIFICATION REQUIREMENTS:

- Driver I
 - Ten Passenger or less including driver
 - Valid "C" Class Driver's License
 - Drug and Alcohol testing clearance
 - School Bus Driver's Certificate to operate a vehicle that meets the eligibility and training requirements specified in Vehicle Code, Education Code, and regulations adopted by the Department of the California Highway Patrol.
 - Red Cross First Aid/CPR certificate or equivalent (C.H.P. examination)
 - Valid Department of Motor Vehicles Medical Certificate
- Driver II
 - Valid "B" Class Driver's License
 - Drug and Alcohol testing clearance
 - School Bus Driver's Certificate to operate a vehicle that meets the eligibility and training requirements specified in Vehicle Code, Education Code, and regulations adopted by the Department of the California Highway Patrol.
 - Red Cross First Aid/CPR certificate or equivalent (C.H.P. examination)
 - Valid Department of Motor Vehicles Medical Certificate

WORKING CONDITIONS:

- The working environment of a school bus driver is subject to sitting for prolonged periods of time
- Exposure to outdoor elements in varying degrees of temperature and conditions (wet-rain, fog, dust, snow, wind, cold)
- Drive under varied road conditions and heavy-congested traffic
- Driver may be exposed to vehicle traffic when escorting students across streets or highways
- Exposure to excessive noise from vehicles, traffic and passengers
- Exposure to motor vehicle fuels, fumes and cleaning agents for limited amount of time

PHYSICAL REQUIREMENTS

These functions may be supplemented as necessary in accordance with job function:

- Eyesight sufficient to drive a school bus, observe road markings and signs, to inspect vehicle, to observe passengers, and read printed matter
- Ability to speak in audible tones so others may understand clearly over the telephone and two-way radio to exchange information
- Ability to hear and understand speech at normal levels
- Ability to sit for prolonged periods
- Dexterity of neck, shoulders, back, waist, arms, hands, fingers, legs and feet to operate a vehicle in the transportation of passengers; to get into and out of, and assist passengers in getting into and out of the vehicle; to inspect and clean the vehicle and to install and remove chains
- Significant physical abilities include walking/climbing/balancing, lifting/pulling/pushing, reaching/handling, talking/hearing, near/far visual acuity/depth perception
- Physical strength and agility to lift varying weights (minimum #50)
- Ability to pass Department of Motor Vehicles physical fitness test

EDUCATION AND EXPERIENCE:

- Any combination of training, experience and education that would likely provide the required knowledge and abilities to drive a school bus
- Require equivalent to completion of twelfth grade
- Minimum age twenty-one years old
- Minimum five years of experience as licensed motor vehicle operator
- Proof of prior record of safe driving experience
- Tuberculin (TB) test clearance
- Criminal Justice Fingerprint Clearance
- Successful completion of school bus driver examinations and licensure as set forth by law
- Prefer six months of experience as a bus driver or one year of experience as a heavy truck driver.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SCHOOL BUS DRIVER PROPOSED SALARY SCHEDULE
2014 - 2015

Position	A	B	C	D	E Yr 5	F Yr 8	G Yr 11	H Yr 14	I Yr 17	J Yr 20
School Bus Driver	17.06	17.73	18.45	19.19	19.97	20.75	21.59	22.45	23.35	24.29

THE FOLLOWING PAGES OF
LEAGAL DOCUMENTS
REGARDING THE
LOYALTON HIGH SCHOOL PARKING LOT PAVING
REPLACEMENT PROJECT
ARE IN **DRAFT** FORM.

**LEASE AND SUBLEASE AGREEMENT
BETWEEN SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND [REDACTED]**

Paving Replacement Project at
Loyalton High School

PREAMBLE

This Lease and Sublease Agreement (“Lease” or “Agreement”) is entered into as of [REDACTED], 2014, by and between the **SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT**, a California public school district (“District”) and [REDACTED], a California Corporation (“Contractor”).

RECITALS

A. The District owns the school site known as Loyalton High School, located at 700 4th Street, Loyalton, CA 96118, which is the site of the District’s proposed Paving Replacement Project for the District (“Project”). The site shall be referred to as the “Site” and is depicted on the attached **Exhibit “A.”**

B. California Education Code section 17406 permits the Board of Education of the District, without advertising for bids, to lease to any person, firm, or corporation, any real property owned by the District if the instrument by which such property is leased requires the lessee during the term of the lease to construct on the leased premises, or provide for the construction thereon, improvements for the use of the District, and provides that title to those improvements shall vest in the District at the expiration of the lease.

C. Contractor desires to construct the Project for the District at the Site in accordance with the District’s plans and specifications, with the title to the Project and Site vesting in the District.

D. The District and Contractor desire to enter into a site lease under which the District will lease to Contractor the Site in order for Contractor to construct improvements specified herein.

E. Contractor will lease the Site and the Project back to the District pursuant to a facility sublease provided for in this Agreement (the “Sublease”), under which the District will make lease payments to Contractor for the use of the Project.

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

///

AGREEMENT

ARTICLE I GENERAL CONDITIONS; SITE LEASE

Section 1.1 Purpose of the Lease. The District hereby leases the Site to Contractor and Contractor hereby leases the Site from the District. The purpose of this Lease is for Contractor to have necessary access to and use of the Site for the purpose of construction of the Project and related improvements on the Site during the term of this Lease.

Section 1.2 Term. The term of this Lease begins on [REDACTED] and ends when construction of the Project is completed and accepted by the District, which is estimated to be on or before **August 31, 2014**. Acceptance of the Project by the District shall be by the terms defined in Section 3.4 of this Lease.

Section 1.3 Improvements Vest in District. Contractor agrees that all right, title and interest to any improvements, repairs, additions, alterations, or fixtures, including trade fixtures, made to the Site, inclusive of the Project, shall run with the land, regardless of where located on the Site, and will become the property of and be owned and retained by the District upon Acceptance by the District, consistent with the terms to be set forth in Section 3.4 of this Lease.

Section 1.4 Consideration. The Lease payment to be paid by Contractor to the District as adequate consideration for lease of the Site shall be \$1.00 per year, for the duration of the lease term. Contractor shall tender the first payment to the District within 30 calendar days of the Effective Date.

Section 1.5 Permitted Use. Contractor shall use the Site during the Lease term only as necessary for the construction of the Project and related improvement to the Site. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the District.

Section 1.6 Encumbrances. Contractor warrants that at all times during this Lease, the Site and Project shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Project starts, unless the District gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

Section 1.7 Termination by Acceptance of Project. Upon Acceptance of the Project by the District pursuant to Section 3.4 of this Lease, this Lease automatically terminates.

Section 1.8 Project Cost. The total maximum cost of the Project (**Guaranteed Maximum Price/GMP**) is **\$0.00** as set forth in Contractor's [REDACTED] proposal, which is attached as **Exhibit "B."** Payments made by the District to Contractor under the Sublease pursuant to Section 12.3 shall be credited towards the total cost of the Project. The District shall pay the balance to Contractor upon completion of any punch list items, and final Acceptance of the Project. District will adjust these payment figures to account for any agreed-upon changes in the scope of the Project.

ARTICLE II
SCOPE OF PROJECT

Section 2.1 Work Scope of Project. The scope of work for the Project is defined by the plans, drawings, and specifications approved by the District. The scope of the Project includes all necessary construction, equipment installation, and on-site improvements, in accordance with the plans, drawings, and specifications attached as **Exhibit “C.”** Contractor shall install and construct the Project in accordance with said plans, drawings, and specifications. Contractor has and shall maintain in good standing all required licenses for the duration of Contractor’s work on the Project.

Section 2.2 Construction Meetings. If requested by the District, Contractor shall conduct construction progress meetings with District representatives and other interested parties on a schedule to be agreed upon by the parties to discuss such matters as procedures, progress, concerns, and scheduling. To the extent requested by the District, Contractor shall provide written progress reports to the District. Contractor shall promptly inform the District of all anticipated delays in the construction, installation, or improvement of the Project.

Section 2.5 Permit Obligations. Contractor shall obtain and pay for all permits and licenses required for the Project. The District shall reimburse Contractor for the actual costs of such permits and licenses as a part of total Project costs.

Section 2.6 Protection. Contractor shall establish procedures, and be responsible for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site.

Section 2.7 Nuisance Abatement. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust and disruption to normal activities in the area surrounding the Site, including procedures to control on-site noise, dust and pollution during construction. Contractor shall solely be responsible for the costs of developing and implementing said program.

Section 2.8 Utilities. Contractor shall furnish and pay for any gas, electricity, water, and sewer service utilities needed for the Project. Contractor shall pay actual costs for its temporary use of telephone service and trash collection during construction of the Project.

Section 2.9 Warranties. Contractor warrants that material and equipment furnished under the Lease will be of good quality and new unless otherwise required or permitted by the District, that its work will be free from defects not inherent in the quality required or permitted, and that its work will conform to the requirements of this Lease. Work not conforming to these requirements, including substitutions not properly approved and authorized by the District, may be considered defective.

If, within 1 year after the filing of the Notice of Completion, any part of the Project is found to be not in accordance with the requirements of this Lease, then Contractor shall correct it promptly after receipt of written notice from the District to do so, unless the District has previously given Contractor a written acceptance of such condition. This obligation for correction of work shall survive acceptance of the Project under the Lease and termination of the

Lease. The District shall give Contractor notice of any condition requiring correction promptly after discovery of the condition.

Section 2.10 Taxes. Contractor shall pay all sales, consumer, use and similar taxes that were legally enacted at the time its Project proposal was first submitted to the District imposed in connection with construction and installation of the Project.

ARTICLE III COMPLETION AND ACCEPTANCE OF IMPROVEMENTS

Section 3.1 Time and Date of Completion. The District will give Contractor a written Notice to Proceed with the Project and Contractor shall proceed with the construction of the Project with reasonable diligence. Contractor agrees that the Project will be substantially completed on or before **August 31, 2014**. For each calendar day or portion thereof where the critical path of construction is delayed due to weather or other site conditions, Contractor shall be entitled to an extension of 1 calendar day to complete the Project, but shall not be entitled to additional compensation.

Section 3.2 Completion. Contractor shall notify the District when Contractor believes that the Project is completed.

Section 3.3 Inspection and Notice of Completion. Within 10 days of receipt of notice from Contractor that Contractor believes that the Project is completed, the District shall inspect the Project with Contractor to confirm the Project is complete. The District shall notify Contractor within 5 days of the inspection as to whether the District concurs that the Project is complete. If the District concurs, then the District shall issue a Notice of Completion that shall establish the Date of Completion of the Project or shall include a list of items to be completed or corrected, (referred to as the "Punch-List") and shall fix the time within which Contractor shall complete items listed therein. Disputes between the District and Contractor regarding the Certificate of Completion shall be resolved in accordance with the alternative dispute resolution process provided in Section 13.6 of this Lease. Notwithstanding the terms of this Section, the District shall further have the right to have its employees or agents inspect the Project at any time during construction, upon reasonable notice to Contractor.

Section 3.4 Acceptance. Final acceptance of the Project by the District ("Acceptance") shall occur upon the District's notification in writing to Contractor that there are no outstanding Punch-List items. Such Acceptance shall terminate this Lease, with title to the Project vesting in the District pursuant to Section 1.3.

Section 3.5 Liquidated Damages. If the Project is not completed within the time provided for in Section 3.1 above, it is understood and agreed that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of **\$500** for each calendar day of delay after such time period until Project completion, and Acceptance by the District. Contractor shall be liable for the amount thereof. Any money due or to become due to Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, then the District shall have the right to recover the balance from Contractor, who shall pay said balance forthwith.

ARTICLE IV
EMPLOYMENT RESTRICTIONS

Section 4.1 Debarment of Contractors and Subcontractors. Contractor may select its own subcontractors, subject to District approval. Contractor, or any subcontractor, may not perform work on the Project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on the Project entered into between Contractor and a debarred contractor or subcontractor is void as a matter of law. A debarred contractor or subcontractor may not receive any compensation for performing work as a contractor or subcontractor on the Project.

Section 4.2 Hours of Work

Section 4.2.1 8 hours of work shall constitute a legal day's work. Contractor is directed to Labor Code sections 1810 through 1815 regarding restrictions on number of hours per day and per week for employees of Contractor on the Project permitted under California Law ("Workday Laws"). Contractor shall not exceed those requirements, except that work performed by employees of Contractor and its subcontractors in excess of 8 hours per day is permitted at not less than 1½ times the basic rate of pay, as provided in Labor Code section 1815.

Section 4.2.2 Generally, construction work on the Project shall be accomplished on a regular schedule, 8 hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however, nothing herein shall prevent Contractor from working weekends and after hours in order to complete the Project so long as not otherwise prohibited by law or local ordinance or regulations.

Section 4.2.3 Hold Harmless. As a further material part of this Lease, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any failure of Contractor or its subcontractors to comply with the Workday Laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to comply with Workday Laws, Contractor shall defend such parties and shall have the right to obtain counsel of its choice, subject to the approval of the District, which approval shall not be unreasonably withheld

Section 4.3 Equal Opportunity. Contractor herein agrees not to discriminate in recruiting, hiring, promotion, demotion, or termination practices based on race, religious creed, color, national origin, ancestry, sex, age, or physical handicap in the performance of this Lease and to comply with the provisions of the following laws:

- (a) California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or age and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

marital status, sex, sexual orientation or age.);

- (b) Federal Civil Rights Act of 1964 (42 USC § 2000 et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices.);
- (c) The Age Discrimination in Employment Act (29 USC § 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- (d) Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

Section 4.4 Prevailing Wages. 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 the Department 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 District 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 Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

Pursuant to Labor Code section 1775, Contractor and any subcontractor under Contractor, as a penalty to the District, shall forfeit not more than \$50.00 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.

Pursuant to Labor Code section 1776, Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on this 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 Agreement 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 District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE V
SITE CONDITIONS AND USE DURING CONSTRUCTION

Section 5.1 Protection of Persons and Property

Section 5.1.1 Conduct. Contractor shall at all times enforce orderly and disciplined conduct among those performing work on the Project and shall not employ on the Project any unfit person not skilled in the task assigned to him/her.

Section 5.1.2 Compliance with Safety Standards. In performing the work on the Project, Contractor shall, for the safety of persons or property or to protect them from damage, injury, or loss, comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction. Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and shall promulgate safety regulations and notify owners and users of adjacent utilities. Contractor shall designate a responsible member of its organization employed at the Site whose duties shall include the prevention of accidents.

Section 5.1.3 Fingerprinting. By execution of this Agreement, Contractor acknowledges that Contractor, its employees, and subcontractors are required to comply with the fingerprinting requirements as set forth in Education Code Section 45125.2. These requirements are as follows:

- (a) The installation of a physical barrier at the worksite to limit contact with pupils;
- (b) Continual supervision and monitoring of all employees of Contractor and its subcontractors by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony;
- (c) Surveillance of employees of Contractor by District personnel.

Contractor shall submit a plan to the District at least 15 days before commencement of work describing how Contractor will comply with the foregoing. Whether to approve or reject the pupil safety plan is within the sole discretion of the District. District reserves the right to impose greater or additional safety requirements, including, but not limited to, compliance with all of the fingerprinting and related requirements of California Education Code Section 45125.1.

The pupil safety plan shall be approved by District before any agents or employees of Contractor may enter school grounds where they may have any contact with pupils. Contractor shall indemnify, hold harmless, and defend the District against any and all actions, proceedings, penalties, or claims arising out of the Contractor's failure to comply with the requirements of this section.

If Contractor believes that its employees will have only limited contact with pupils and should therefore be exempted from the foregoing requirements, Contractor must contact the District with its request for exemption at least 15 days before commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to, the length of time Contractor will be on

school grounds, whether pupils will be in proximity to the site where the Contractor's employees are working, and whether the Contractor's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the District.

Section 5.2 Emergencies. In any emergency affecting the safety of persons or property on the Site, Contractor shall act at its discretion to prevent threatened damage, injury, or loss.

Section 5.3 Inspection of Project

Section 5.3.1 District Inspections. The District and its representatives at all times shall have access to the Project whether it is in preparation or progress, and Contractor shall provide for such access and for inspection.

Section 5.3.2 Special Inspections. If the specifications, the District's timely instructions, or any public authority shall require the Site or Project to be specially tested or approved, Contractor shall give the District 48 hours notice of its readiness for such inspection and, if the inspection is to be performed by a party other than the District, of the date fixed for such inspection. Inspections by the District shall be promptly made. If any work required to be inspected by the specifications, by the District's timely instruction, or by a public authority should be covered up before its inspection and without the approval or consent of the District, then it must, if required by the District, be uncovered for examination at Contractor's expense.

The District may order re-examination of questioned work, and if so ordered, then Contractor shall uncover such work. If such work is found to be in accordance with the specifications, then the District shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the specifications, then Contractor shall make the work comply with the specifications of the Project at Contractor's cost, including all costs of re-examination and replacement.

Section 5.4 Supervision. Contractor shall maintain at the Site on a full-time basis a competent project superintendent and assistant during the construction of the Project. The project superintendent shall represent Contractor and all directions given to the project superintendent shall be deemed to have been given to Contractor. Contractor shall give efficient supervision to the Project, using its skill and attention. It shall be Contractor's responsibility to perform the work described in the Project's plans, drawings, and specifications in substantial compliance therewith. Any proposed changes, including proposed minor and insignificant changes to the extent possible, are subject to advance approval by the District. For purposes of this Section, the term "minor and insignificant" shall mean changes that result in no change in quality, aesthetics, or integrity of the original specifications of the Project.

Section 5.5 Cleaning Up. Contractor shall at all times keep the Site free from accumulations of waste material or rubbish caused by the performance of the construction of the Project. At the completion of the construction and prior to the District Acceptance, Contractor shall remove from the Site all such waste material and rubbish and all tools, scaffolding and surplus material belonging to Contractor and/or subcontractors, laborers or materialmen, it being specifically understood that at the close of construction and prior to turning over the Site to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent.

Section 5.6 Site Representations. District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land has appropriate and applicable approvals so as to permit the construction of the Project and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements, or restrictions that would prevent, limit, or otherwise restrict the construction or use of the Project. District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having made such surveys and investigations, at the Site or where Project is to be performed. The failure or omission of Contractor to review any information or data pertaining to the Site or to acquaint itself with conditions there existing shall in no way relieve Contractor from any obligation with respect to its obligations under this Lease.

Section 5.7 Hazardous Waste and Unknown Physical Conditions Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing, of any:

- (a) Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code and that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and/or water table issues that impede construction or increase construction costs.
- (c) 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 Lease.

The District has not advised Contractor of the presence of asbestos-containing material on the Site. If asbestos-related work or hazardous substance removal is discovered which is not disclosed in this Lease, such work shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended, and as further described in Article VI of this Lease. If Contractor determines during the course of construction that any of the remediation efforts being made by the District pursuant to this section are making the workplace too dangerous for its subcontractors and workers to continue, then it shall give District written notice of such determination and then may halt the work until conditions become safe once again. If the remediation efforts of the District interfere with the performance of Contractor's obligations under the contract, such that the work is delayed, Contractor shall have the right to extend the completion date set forth in section 3.1 by the amount of time work is delayed by such remediation efforts.

Section 5.8 Submittals. Contractor shall furnish to the District for its approval, all submittals as required in the Project's specifications. District and/or District's representative will

review and approve or deny such submittals within a reasonable time so as not to cause delays on the Project.

Section 5.9 Compliance with DTSC Guidelines - Imported Soils. If the Project requires the use of imported soils, Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law.

ARTICLE VI ASBESTOS

Section 6.1 Contractor shall execute and submit an “Asbestos-Free Materials Certification.” Contractor further is aware of the following:

Section 6.2 If Contractor installs asbestos-containing material (or causes such material to be installed) in violation of this certification, then decontaminations and removals must be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

- (a) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (“EPA”) for such work.
- (b) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos.
- (c) The asbestos removal contractor shall be chosen by Contractor and approved in writing by the District.
- (d) The Project will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Section 6.3 Hold Harmless. Interface of work for the Project with preexisting conditions on the Site containing asbestos shall be executed by Contractor at its risk and discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Lease, Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, and representatives, including its engineers and architects, for all asbestos liability arising out of (a) Contractor’s introduction or installation of asbestos-containing products or equipment onto the site in violation of the “Asbestos-Free Materials Certification,” or (b) Contractor’s execution of work on the Project which interfaces with preexisting conditions on the Site containing asbestos which the District has disclosed to Contractor pursuant to Section 5.7 above. Contractor further agrees to instruct its employees and subcontractors with respect to the above-mentioned standards, hazards, risk, and liabilities.

Section 6.4 District Representations. Pursuant to Section 5.7 above, the District has

not advised Contractor of the presence of asbestos-containing material on the Site. District represents that it is unaware of the existence of any asbestos on the Site. If asbestos is discovered on the Site as a preexisting condition, then the cost of all such asbestos removal, including but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred, shall be borne entirely by the District.

Section 6.5 Hold Harmless. Any removal of asbestos that is a preexisting condition on the Site shall be executed by the District at the District's risk and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos-containing products. By execution of this Lease, the District acknowledges the above and agrees to the fullest extent permitted by law to hold harmless Contractor, its officers, employees, agents, and representatives for all asbestos liability that may be associated with any preexisting condition on the Site.

ARTICLE VII LIABILITY

Section 7.1 Indemnification/Hold Harmless. The District, its Board, and each member of the Board, its officers, employees and agents shall not be liable for, and Contractor shall defend, indemnify and hold harmless the District, its Board and each member of the Board, its officers, employees, and agents from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character, including attorneys' fees and court costs (herein collectively referred to as "Liability Claims"), which arise out of or are in any way connected to the Project or this Lease, arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, consultants, architects, engineers, licensees, agents, servants or employees. In the event of concurrent negligence on the part of the District and Contractor, or any of the officers, officials, employees, agents or volunteers of either of them, the liability for any and all such Liability Claims shall be apportioned under the State of California's doctrine of comparative negligence as presently established or as may be modified hereafter. Contractor shall have no obligation to defend or indemnify the District from Liability Claims if it is determined by a court of competent jurisdiction that such Liability Claim was caused by the sole negligence, or willful misconduct of the District or its agents or employees.

Section 7.2 Removal of Liens. If any liens or claims are filed against the Site, Contractor shall remove the liens and claims at Contractor's own expense. If Contractor fails to remove the liens or claims and any judgment is entered thereon or thereunder, Contractor shall pay the judgment. Should Contractor fail, neglect, or refuse to remove any lien or claim by the date of the completion of the Project, the District may, at its sole election, pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims, in which event Contractor shall be liable to the District for all costs, damages, reasonable attorney's fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore.

Section 7.3 Attorney's Fees. In the event of a claim or action, including, but not limited to, eviction or litigation as a result of breach or default under this Lease or to interpret

this Lease, or if Contractor or the District otherwise use an attorney to secure compliance with these provisions, to recover damages, or to terminate this Lease, the prevailing party shall be entitled to reimbursement, upon demand, for the percentage of all documented, reasonable attorneys' fees, costs and expenses incurred in successfully pursuing or defending the matter that is commensurate with the adverse party's percentage of fault or liability in the matter, as determined by the court or other competent authority.

ARTICLE VIII INSURANCE

Contractor, at its expense, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability on an occurrence form (no sunset clauses). Liability deductible or Self-Insured Retention not to exceed \$5,000. Claims Made or Modified Occurrence Liability coverage will not be accepted. Coverage shall be at least as broad as ISO form CG0001.
2. Umbrella/Excess Liability
3. Automobile Liability including owned, non-owned, and hired automobiles.
4. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Builder's Risk (Course of Construction). Deductible not to exceed \$2,500.
6. Performance & Payment Bonds.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|-------------------------------|---|--|
| 1. General Liability: | \$2,000,000 | General Aggregate (Per Project) |
| | \$2,000,000 | Products/Completed Operations Aggregate |
| | \$1,000,000 | Personal & Advertising Injury |
| | \$1,000,000 | Each Occurrence |
| 2. Umbrella/Excess Liability: | \$1,000,000 | Aggregate |
| | \$1,000,000 | Each Occurrence |
| 3. Automobile Liability: | \$1,000,000 | Per Accident for Bodily Injury & Property Dmg. |
| 4. Workers' Compensation: | As required by the State of California | |
| 5. Employer's Liability: | \$1,000,000 | Per Accident for Bodily Injury or Disease |
| 6. Builder's Risk: | Completed Value of the Project with no Coinsurance Penalty. | |

Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured:** The **Owner**, its elected or appointed officials, employees, agents and volunteers are to be covered as Additional Insured's (utilizing Form CG2010 11/85 edition or an acceptable equivalent) by an endorsement to the general liability policy. A CG2010 11/85 acceptable equivalent is an additional insured endorsement that includes the named insured's "ongoing" operations and completed operations.
2. **Primary Insurance:** For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the **Owner**, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **Owner**, its elected or appointed officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Cancellation Provision:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the **Owner**.

Waiver of Subrogation

The Contractor's General Liability and Workers' Compensation insurance policies shall provide a Waiver of Subrogation in favor of the **Owner**.

Builder's Risk (Course of Construction) Insurance

Contractor shall procure and maintain Builder's Risk insurance (all-risk, special form with valuation on a replacement cost basis) on a one hundred percent completed value of the project for the benefit of the **Owner**, and the Contractor and Subcontractor, as their interest may appear. The policy shall contain a clause which provides coverage until the building is accepted by the **Owner**. If the Builder's Risk policy contains an occupancy provision, permission for early occupancy must be obtained from the insurance company. The Policy should include debris removal, collapse, theft, and transit coverage with no coinsurance penalty provisions. The Builders' Risk Policy is primary and no insurance held or owned by the **Owner** shall be called upon to contribute to a loss. The **Owner** will not be responsible for loss of Contractor tools or machinery. **[Builders' Risk: Contractor is required to provide Builders' Risk Insurance at 100% of the completed value of this modernization/remodeling project when contract amount meets or exceeds \$250,000.00]**

Workers' Compensation

Before the Contract is entered into, the Bidder to whom it is awarded shall furnish to the **Owner** satisfactory proof that he and all Subcontractors he intends to employ have taken out, for the period covered by the proposed Contract, full compensation insurance and Employer's Liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the **Owner** for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Act of the Legislature of the State of California, known as the "Workers' Compensation Insurance and Safety Act" approved May 26, 1913, and all Acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

If the Contractor fails to maintain such insurance, the **Owner** may take out compensation insurance to cover any compensation which the **Owner** might be liable to pay under the provisions of said Act as amended, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract.

If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the **Owner** under the provisions of said Act as amended, or for which compensation is claimed from the **Owner**, the **Owner** may retain out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation, as fixed by said Act as amended, until such compensation is paid, or until it is determined that no compensation is due, and if the **Owner** is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be cancelled until thirty (30) days after written notice of intended revocation has been given to the **Owner** by Certified Mail.

Indemnity

Contractor shall indemnify, hold harmless and defend **Owner** and its elected or appointed officials, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by **Owner's** fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of work.

Acceptability of Insurers

All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required Insurance as set forth in this Contract shall be underwritten by a company with a balance sheet strength, operating performance and business profile that are equal to or exceed an A VIII rating as listed in the A.M. Best Insurance Guide's latest edition. On a case-by-case basis, the **Owner** may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guide's latest edition. Exception may be made for Workers' Compensation Insurance provided by the State Compensation Insurance Fund when not specifically rated.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, with the exception of Umbrella/Excess Liability Insurance, Builders' Risk Insurance, and Performance/Payment Bonds.

Proof of Insurance

Contractor shall furnish the **Owner** with original certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the **Owner** before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. If the Contractor fails to maintain such insurance as specified by this Contract, the **Owner** may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premium from any sums due the Contractor under the Contract.

The **Owner** reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Mail all certificates and endorsements to:

Sierra Plumas Joint Unified School District
Attn: Dr. Merrill Grant
P.O. Box 955
109 Beckwith Road
Loyalton, CA 96188

Performance Bond & Payment Bond

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. The surety must be an admitted surety insurer in the State of California. These bonds shall be maintained for the life of the Contract and one year after the date of filing the Notice of Completion.

The Contractor shall deliver the required bonds to the **Owner** not later than ten days following the date of the Agreement is entered into. If the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of Work, submit evidence satisfactory to the **Owner** that such bonds will be furnished.

The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney, and to have the signature acknowledged by a notary public.

The following requirements shall apply where the NCSIG document (above) does not address:

Section 8.1 Insurance Coverage Required. Before the commencement of the Lease and during the term of the Lease, Contractor shall obtain and maintain, at its expense, in companies acceptable to the District, the following insurance policies:

- (a) commercial general liability insurance for bodily injury, personal injury and property damage, and including products, completed operations, and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit. The policy shall provide coverage for broad form property damages. If the policy contains a General Aggregate, then the liability limits must be not less than One Million Dollars;
- (b) automobile liability insurance for bodily injury, personal injury, and property damages for vehicles owned, non-owned, or hired, with policy limits of not less than \$1,000,000 combined single limit;
- (c) builder's risk insurance for risk of loss to the Project and the Site from fire, lightning, theft, vandalism, and all risk of physical loss (excluding floods and earthquakes), with policy limits of not less than the full insurance value of the Project. The policy must include an extended coverage endorsement.

Section 8.2 Insurance Provisions

- (a) The policies described in Section 8.1 above shall:
 - (i) name the District as an additional insured;
 - (ii) state that such policy is primary and non-contributing with any insurance carried by the District;
 - (iii) state that the naming of any additional insured shall not negate any right that additional insured would have had as a claimant under the policy if not so named; and
 - (iv) state that not less than 30 days written notice shall be given to the District before the cancellation or reduction of coverage or amount of such policy.
- (b) A certificate issued by the carrier of the policies described in subsection 8.1 above shall be delivered to the District prior to Contractor's, its employees, volunteers, and independent contractor's entry onto the Site. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to the District not less than 30 days before the expiration of the term of the policy.
- (c) The policy described in Section 8.1 above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair the District's right under this Lease, or negate Contractor's obligations under this Lease.
- (d) Upon District request, a copy of the insurance policies described above shall be provided to the District.

Section 8.3 Damages or Destruction. If, during the Lease term, the Project is totally or partially destroyed from a risk not covered by the insurance described in section 8.1, rendering the Project totally or partially inaccessible or unusable, at its expense Contractor shall restore the Project to substantially the same condition as it was in immediately before the damage or destruction. Such damage or destruction shall not terminate this Lease.

Section 8.4 Workers' Compensation Insurance and Employer's Liability Insurance. Before the commencement of Project, Contractor shall provide a certificate of insurance and endorsements on forms acceptable to the District, for the period of the Lease, with full Workers' Compensation Insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than One Million Dollars (\$1,000,000) for all persons whom it employees or may employ in carrying out work under the Lease. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' compensation insurance laws.

IX
BONDING REQUIREMENT

Section 9.1 Payment and Performance Bonds. Contractor shall provide a separate “Payment (Labor and Material) Bond” and “Performance Bond” (collectively, “Bonds”) from a Surety and in the forms attached hereto before commencing construction on the Project. The Payment Bond shall be for One Hundred Percent (100%) of the actual projected cost of the Project as agreed to by the District, to guarantee the payment in full of all claims for labor performed and materials supplied for the Project, and faithful performance of all of its obligations under this Lease. The Bonds shall be substantially in the form attached hereto as **Exhibits “D” and “E,”** and shall be maintained by Contractor in full force and effect until the Project is fully completed and accepted, and all claims for materials and labor are paid, and shall otherwise comply with California law. The Bonds shall name the District as the entity to which the Principal and Surety, as defined in the Bonds, are bound.

Section 9.2 Bond Criteria. The bonds required by this section shall meet the following criteria:

- (a) The bonds shall be signed by Contractor and the authorized agent of the Surety. All signatures must be notarized.
- (b) Should the bonds become insufficient, Contractor shall renew or amend the bonds within 10 calendar days after receiving notice from the District.
- (c) Should any Surety at any time not be a California admitted surety, notice will be given to the District to that effect and Contractor shall obtain a new Surety that qualifies and is accepted by the District.
- (d) Changes in the Project, or extensions of time, made pursuant to the Lease shall in no way release Contractor or Surety from its obligations. The Surety shall waive notice of such changes or extensions.

ARTICLE X
CHANGES IN PROJECT

Section 10.1 Change Orders. A Change Order is a written instrument prepared by Contractor and signed by the District stating their agreement upon all of the following:

- (a) an additive or deductive change order in the Project requested by the District;
- (b) an additive or deductive change order in the Project caused by an unforeseen condition;
- (c) an adjustment to the Project Cost;

- (d) an extension for time that adversely impacts the time for completion of the Project caused by change in the Project or any other delay which could extend the time for completion of the Project.

An additive or deductive change order requested by the District, or an additive or deductive change order caused by unforeseen conditions, shall include a component for change in compensation and a component for time extension to the extent a time extension to the completion date is needed. All other change orders shall be change orders extending time and shall not include any change in compensation.

Change order mark up: In case of a change order for compensation (as opposed to time extension only), the cost shall include overhead and profit determined per paragraph (c) below. In such case, Contractor shall provide an itemized accounting together with appropriate supporting data.

The Value of any such extra work, change, or deduction shall be determined at the discretion of the District in one or more of the following ways:

- (a) By acceptable lump sum proposal from Contractor with itemization as required by the District.
- (b) By unit prices contained in Contractor’s original bid and incorporated in the Lease or fixed by subsequent agreement between the District and Contractor.
- (c) By the cost of material and labor and a percentage for overhead and profit.

The following form shall be followed as applicable for additions and deductions to this Lease:

	EXTRA/ (CREDIT)
1. Material and equipment costs, including rental equipment (attach itemized quantify and net cost plus sales tax)	_____
2. Labor (attach itemized hours and base rates from identified prevailing wage schedules)	_____
3. Additional costs of supervision and field office personnel directly attributable to the change; and fees paid to professionals. Contractor shall provide an hourly rate schedule which shall apply to this Agreement based upon rates in effect as of the effective date of this Lease	_____

4.	General Liability and Builder's Risk Insurance, Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost.	_____
5.	Subtotal	_____
6.	Subcontractor's overhead and profit not to exceed 10% of item (5)	_____
7.	Subtotal	_____
8.	Contractor's Overhead and Profit, including extended home office overhead, not to exceed 10% of item (7)	_____
9.	Subtotal	_____
10.	Payment Bond Premium, not to exceed 1% of Item (9)	_____
11.	Total The total amount shall be added to or deducted from the Project Cost (if approved).	_____

Section 10.2 Minor Changes in the Project. Any minor changes in the Project that do not increase the Cost of the Project, and does not extend the completion date, if approved by the District, may be made without a change order.

Section 10.3 Regulatory Changes. To the extent it applies to a public project, Contractor shall be compensated for changes in the construction necessitated by the enactment or revision of codes, laws, or regulations during the term of this Lease.

ARTICLE XI
CORRECTION IN PROJECT

Section 11.1 Contractor shall promptly correct any work on the Project rejected by the District or known by Contractor to be defective or failing to conform to the requirements of the Lease, whether observed before or after completion of the Project and whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such rejected work, including additional testing and inspections necessitated by such correction.

If Contractor fails to correct nonconforming work as required, or fails to carry out the work in accordance with the Lease, the District, by written order signed personally or by an agent specifically so empowered by the District in writing, may order Contractor to stop work on the Project, or any portion thereof, until the cause for such order has been eliminated; however, the District's right to stop the Project shall not give rise to a duty on the part of the District to exercise the right for benefit of Contractor or other persons or entities.

If Contractor defaults or neglects to carry out the Project in accordance with the Lease and fails within 7 days after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may give a second written notice to Contractor and, 7 days following receipt by Contractor of that second written notice and without prejudice to other remedies the District may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor, the costs to correct such deficiencies, which will reduce the Project Cost. If the payments then or thereafter due Contractor are not sufficient to cover the amount of the deduction, Contractor shall pay the difference to the District. Such action by the District shall be subject to dispute resolution procedures as provided in Article XIII.

ARTICLE XII
FACILITIES SUBLEASE

Section 12.1 Purpose of the Sublease. Contractor hereby subleases the Site to the District and District hereby leases the Site from Contractor ("Sublease"). The purpose of this Sublease is for the District to have necessary access to and use of the Site on and after such times as it will not impede the construction of the Project, and before the termination of the Lease.

Section 12.2 Term. The term of this Sublease coincides with the term of the Lease, as provided in Section 1.2 of this Agreement.

Section 12.3 Consideration. The Sublease payments to be paid by District to Contractor as adequate consideration for sublease of the Site shall be equal to the Project Cost stated in section 1.8 above, and shall be paid as follows: Each month Contractor shall provide District with an itemized summary reflecting the percentage of work performed and signed off on by the District's Inspector of Record or other designated employee. District shall pay Contractor monthly payments, without interest, in amounts commensurate with the amount of work performed, invoiced, and signed off on by the Inspector of Record or other designated employee to date, assuming Contractor is making satisfactory progress on the Project as payments become due. Said sums shall be deducted from any payments to be made by the District to Contractor under Section 1.8 of this Agreement.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.1 Access. Contractor shall permit the District and its agents to enter into and upon the Site and the Project at all reasonable times for purposes set forth in this Lease. Upon entering, the District shall not unduly disturb, or unreasonably interfere with progress on, Contractor's work on the Project and related improvement to the Site.

Section 13.2 Assignment. Contractor shall not assign or sublet any of its obligations, rights, or duties under this lease, or change a subcontractor to one not originally retained, nor sublet the leased Site or any part thereof, without the prior written consent of the District, which will not be unreasonably withheld. Any assignment, subcontract, or sublet made without such prior written consent shall be void, and at the option of the District, shall terminate this Lease. No right under this Lease, nor claim for any money due or to become due hereunder shall be asserted against the District, or persons acting for the District, by reason of any assignment, subcontract, or sublet of this Lease made without the District's prior written consent.

Section 13.3 Binding Effect. The agreements, conditions, and provisions contained in this Lease shall, subject to provisions for assignment in paragraph 13.2, apply to and bind the heirs, executors, administrators, successors and assigns of the parties to it.

Section 13.4 Termination of the Lease. This Lease may be terminated for a material breach of any provision of this Lease and by the individual parties as set forth below in this section.

Section 13.4.1 Termination by District. District may terminate this Lease at any time, with proper notice pursuant to section 11.1, if (1) Contractor materially breaches a provision of this Lease; (2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; (3) if any legal proceedings are commenced against Contractor which may interfere with the performance of this Lease and the construction of the Project; or (4) Contractor fails to supply an adequate working force, or has failed in other material respect to comply with the obligations of this Lease relative to the construction of the Project. Contractor shall have 15 days after the District provides written notice to cure any breach enumerated in this section. If the required cure of the noticed breach cannot be completed within 15 days, Contractor shall be in breach of this agreement unless Contractor undertakes to cure the breach within 15 days of receiving notice and diligently and continuously attempts to complete the cure of the breach as soon as reasonably possible. In the event that the District elects to complete the Project at its own cost following termination pursuant to this section, Contractor shall promptly make all plans and information concerning the Project and Site available to the District, and shall ensure that the District has an appropriate license to use and rely upon such plans and information.

Section 13.4.2 Termination by Contractor. Contractor may terminate this Lease if (1) Contractor discovers it cannot perform the requirements of the Lease for any reason or (2) the District materially breaches a provision of the Lease. In the event of termination by Contractor pursuant to clause (1) hereinabove, the District may require Contractor, at Contractor's sole cost, to restore the Site to its original condition existing immediately before the beginning of the term of this Lease. However, if Contractor exercises its right to terminate the lease pursuant to clause (2) hereinabove due to the District's failure to act in compliance with the terms of this Lease, then

Contractor shall have no such obligation to restore the Site.

Section 13.5 Force Majeure. If any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or government actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of a party obligated to perform makes it impossible to perform any portion of this Lease, then that party is excused from performance for a period equal to the period of that prevention, delay or stoppage.

Section 13.6 Resolution of Lease Claims. Any claims arising under this Lease may be resolved through binding arbitration at the parties' agreement in the following manner:

- (a) The dispute review process set forth in this section shall be administered by a neutral mediator/arbitrator or organization engaged in the business of mediation/arbitration, utilizing the American Arbitration Association ("AAA") commercial rules in effect at the time of filing (hereinafter called "Administrator"). If the parties are unable to agree on a neutral mediator/arbitrator or organization engaged in the business of mediation/arbitration, AAA shall serve as the Administrator.
- (b) If a dispute arises out of, or relates to this Lease or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree first to endeavor to settle the dispute using mediation.
- (c) The costs for all mediation, including mediator compensation, and Administrator fees, if any, will be shared equally by both parties. Both parties shall jointly negotiate fees directly with the Administrator, if any. If both parties agree, then the mediation costs may increase as required for resolution of the dispute. A party producing witnesses shall pay the expenses of such witnesses.
- (d) A single mediator, acceptable to both parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction and will be selected jointly by the parties from names proposed by each, or from lists furnished by an Administrator if an Administrator is utilized. The initial mediation session shall commence within 30 calendar days of filing, unless otherwise agreed by the parties, or at the direction of the mediator. The parties acknowledge that timing of the Project is of the essence, and that if the deadlines for mediation set forth herein would delay completion of the Project, said deadlines will be expedited to the greatest extent feasible.
- (e) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by both parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the parties' legal positions.
- (f) Any resultant agreements from mediation shall be documented in writing and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to

discovery.

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

Section 13.7 Remedies. The remedies given to each party shall be cumulative. The exercise of any one remedy by either party shall not waive that party's right to pursue any other remedy.

Section 13.8 Modification. At any time during the term of this Lease, the parties may mutually agree in writing to amend, supplement, terminate, or otherwise modify this Lease.

Section 13.9 Waiver. The waiver by either party of any breach of any term, covenant, or condition, shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same, or any other term, covenant, or condition herein contained.

Section 13.10 Compliance with Laws. Both parties agree to observe and obey all local, state or federal laws, ordinances, rules, statutes and regulation now in effect or promulgated in the future with respect to the use of the Site and activities conducted thereon. Neither party shall use or permit the Site to be used for any purpose or purposes other than the purpose or purposes for which the Site is hereby leased.

Section 13.11 Prevailing Law. In the event of any conflict or ambiguity between this Lease and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under this Lease shall conform to all applicable requirements of local, state, and federal law.

Section 13.12 Governing Law and Venue. In the event of litigation, this Lease shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court serving Shasta County.

Section 13.13 Entire Agreement. This Lease and its Exhibits represents the entire agreement of the District and Contractor and hereby supersedes and cancels all previous negotiations, oral agreements, arrangements, brochures, agreements, and understandings between the District and Contractor regarding this Lease, except as otherwise set forth herein or in the Exhibits. There are no representations between the District and Contractor except as otherwise set forth in this Lease or its Exhibits.

Section 13.14 Severability. If any portion of this Lease is determined to be illegal or unenforceable by a court of law or by later-enacted legislation, this determination shall not affect any other provision of this Lease, and all other provisions shall remain in full force and effect.

Section 13.15 Exhibits. The exhibits specified in this Lease are attached to this Lease and by this reference made a part of it.

Section 13.16 Captions. Any captions in this Lease are included only as a matter of convenience and for reference and in no way define the scope or extent of this Lease or the construction of any provision.

Section 13.17 Recordation of Notice of Completion and Posting of Notices. The District or Contractor may elect to record any Notice of Completion relating to the Project. District may also elect to post any Notice of Completion and/or a notice of the District non-responsibility at the Site and/or anywhere else during the duration of the Lease.

Section 13.18 Notice. Any and all notices or other communication required or permitted by this Lease or by law to be delivered to, served on, or given to either party to this Lease shall be in writing and shall be deemed properly delivered to such party at the earliest of (i) the date actually received; (ii) three (3) business days after deposit in the United States mail, postage paid, certified or registered, addressed to the respective party at the address identified below; or (iii) one (1) business day if delivered by a commercial service which guarantees next-business-day delivery. Permitted delivery methods include commercial delivery services, facsimile transmission, or certified, registered, or postage prepaid United States mail, when received or refused. Either party may change its address for purposes of notice by giving written notice of such change of address, which shall become effective 5 business days after giving notice thereof.

Notices to the District (Lessor) shall be sent to:

Dr. Merrill Grant
Superintendent
Sierra Plumas Joint Unified School District
P.O. Box 955
109 Beckwith Road
Loyalton, California 96188

Notices to Contractor shall be sent to:



Section 13.19 Signature in Counterparts. This Lease may be executed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken

together shall constitute the same instrument.

Section 13.20 Time. Time is of the essence in this Lease.

Section 13.21 Subject to Approval of Board. This Lease confers no legal or equitable rights until the District Board of Trustees approves it at a lawfully conducted public meeting.

Section 13.22 Warranty of Authority. Each person signing below warrants and guarantees that s/he is legally authorized to execute this Lease on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Lease.

Section 13.23 Defined Terms. Each capitalized term not otherwise defined in this Lease shall have the meaning assigned in the Project Plans, Drawings, and Specifications.

**SIERRA PLUMAS JOINT UNIFIED
SCHOOL DISTRICT**

**_____.,
a California Corporation**

By _____
Stan Hardeman
Superintendent

By _____
President

Date _____

Date _____

By _____

Title: Secretary: _____]

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.

Exhibit A
Site Diagrams
(Attached)

Exhibit B

Contractor's _____ **Proposal**
(Attached)

Exhibit C

Project Plans, Drawings, and Specifications

Exhibit D

FORM OF PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, **SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT** and [redacted], **INC.**, a California corporation, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

Sierra Plumas Joint Unified School District
Paving Replacement Project
At Loyalton High School

Which said agreement dated [redacted], and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____

are held and firmly bound unto all laborers, material men, and other persons referred to in Civil Code section 3248, subdivision (b), in the sum of \$ _____ which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 3181, or any of the amounts due as specified in Civil Code section 3248, subdivision (b), to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

Principal

Surety

By: _____
Attorney-in-Fact

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

Exhibit E

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we [REDACTED] INC., a California corporation, as Principal, and _____ as Surety, are held and firmly bound unto **SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT**, in the County of Sierra, State of California, hereinafter called the "Owner," in the sum of \$ _____ for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, _____ for construction of:

**Sierra Plumas Joint Unified School District
Paving Replacement Project
At Loyalton High School**

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

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IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their

several seals this _____ day of _____, _ hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2)

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
 - c. Arrange for surveillance by personnel, with Owner approval.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____

Signature

Name: _____

Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 12308, 12309, or 12310.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.

- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in

subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No
 Employees will have more than limited contact with students as determined by District, or if by Contractor, please explain:

If yes, the following steps will be taken to ensure student safety (check):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- Employees will be surveilled by Owner’s personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____
Signature _____
Typed Name: _____
Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

GENERAL CONDITIONS
for
CONTRACT OF CONSTRUCTION

FOR
PAVING REPLACEMENT PROJECT

SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT

April 2, 2014

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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, and 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.

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. 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. The Work shall constitute a "work of improvement" under

Civil Code section 3106, and such a “work of improvement” shall not include work being performed by the Owner (by itself or through other contractors) that is related to the Work.

1.1.4 THE PROJECT

The Project is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

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.”

1.2 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, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

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 Project. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply will 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 or 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 Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this 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, construction managers, and an inspectors of record. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the architect, inspector of record 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 Project, 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 of 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 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 Project 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, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the entire Work or any portion thereof, until the Contractor corrects the deficient Work. 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. 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, and such notice shall demand that Contractor commence correction of such failure or refusal to perform within the time period set forth in the notice. Such notice need not specifically refer to this provision. If the Contractor fails to commence correction within the stated time, or fails to continue correction after expiration of said time, the Owner may then correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have. In the event the District takes bids to complete the work pursuant to this provision, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced for all of the Owner's costs of performing such work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's default, neglect, or failure or refusal to perform. The Owner's costs may be withheld by Owner 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 such amounts, the Contractor shall pay the difference to the Owner.

2.5 WEEKLY MEETINGS

Unless otherwise stated in the Contract Documents, and subject to change by Owner, Contractor and Owner shall meet at least weekly during the performance of Contractor's work to, among other things, review work performed to date and to be performed. Owner shall prepare minutes of each meeting, and Contractor shall have five (5) days after receipt of such minutes to object to them in writing and provide corrections in writing.

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. 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 any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6. 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 ARCHITECT'S 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 agents, including but not limited to its Construction Manager, Architect, or 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.

3.3 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 whether or not incorporated or to be incorporated in the Work.

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 shall be of such quality so that work in accordance with the standards of construction set forth in the Contract Documents will result.

3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these requirements or the standards set forth in the Contract Documents, 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 and 12.2.2), 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. So long as Owner forwards written notification of any warranty item to Contractor within the warranty period, Contractor's obligation to correct the warranty item continues until the correction is made.

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 and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Contractor performs 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, for all delays attributable thereto, and shall bear the attributable cost of correction or Project delay.

3.8 ALLOWANCES

3.8.1 CONTRACT

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by 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 costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information the construction schedule for the Work. Acceptance or lack of rejection by Owner of a proposed construction schedule shall not be deemed approval by Owner and shall not create responsibility on the part of the Owner for any defects or mistakes in the schedule. Contractor bears sole responsibility for the accuracy, utility and reasonableness of any schedules submitted. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents and any scheduling requirements provided by Owner to Contractor at the beginning of the Project. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project 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. 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 submit an updated schedule on a monthly basis that includes an accurate as-built schedule and the current as-planned schedule. Contractor shall submit its daily logs for the month with the updated schedule. Any float shall be used by the Contractor and Owner on a "first come, first served" basis. If any change in Contractor's method of operations will change the construction schedule, Contractor shall submit to the Owner a revised construction schedule within seven (7) days of the change.

If the Contractor's actual progress falls behind the scheduled progress, within seven (7) days of a request by Owner the Contractor shall prepare and submit a recovery plan. The recovery plan must include a revised schedule that would recover the lost time and still complete the Work by the scheduled completion deadline. The recovery plan shall also list any additional compensation that Contractor believes it should receive in the event the Owner chooses to order Contractor to implement the recovery plan. If the Owner directs Contractor to implement the recovery plan, then Contractor shall do so.

All schedules submitted by Contractor shall be certified as true and correct, as follows:

I, [REDACTED], declare the following:

_____, Inc. has contracted with Sierra Plumas Joint Unified School District for the **Paving Replacement Project at Loyalton High School, 700 Fourth Street, Loyalton, CA 96188**. I am authorized by my employer ([REDACTED], Inc.) to prepare the schedules to Sierra Plumas Joint Unified School District regarding this project, and I prepared the

attached schedule. I am the most knowledgeable person at [REDACTED], Inc. regarding the scheduling of this project.

The attached schedule does not breach the contract between [REDACTED], Inc. and Sierra Plumas Joint Unified School District for this project, does not violate any law, satisfies all provisions of the contract applicable to submission of such claim, only contains truthful and accurate as-built and as-planned dates of work on the project (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of the claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, see 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 severe legal consequences for myself and/or [contractor company name].

So that I could declare that the statements in this declaration and the attached schedule were true and correct, while preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said 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 April 2, 2014, at [REDACTED], California.

[REDACTED]
[name of declarant]

3.9.2 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules as required by this paragraph 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 Agreement between Owner and Contractor.

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 during the Work and shall be delivered to 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" as required in Division 1 of the Specifications 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 shall be subject to a fee of \$100 per 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 Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, 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 Project, 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 and the Architect. On completion of the Contractor's portion of the Work and prior to Application for Final 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 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 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 prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening 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, or any other governmental agency having jurisdiction, approval 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 separate contractors 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 remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work, including during final clean up.

3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, including during final clean up, 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, 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 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, the 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, from and against claims, 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) arising out of or resulting from: Contractor's or its Subcontractors' 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 Project, or failure to construct the Project, 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, 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.

3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 **Indemnity.** The Subcontractors shall defend, indemnify, and hold harmless the Owner, the Construction Manager, the Architect, and the Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, and members of the Boards of Trustees and directors from and against claims, 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) arising out of or resulting from: Subcontractor's performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project 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.

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 in performing its obligations under this Agreement. Contractor shall insert language in its contracts with architectural or engineering consultants that such work is for the intended benefit of the Owner.

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. The Architect is one of potentially several agents and representatives of Owner on the Project.

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, until final payment is due, 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 to the extent granted by the Owner pursuant to the Owner/Architect agreement. To the extent that the Contract Documents mention duties of the Architect, Owner reserves the right at all times to reassign or revise such duties. The Architect will have all responsibilities and power established by law including California Code of Regulations, Title 24, to the extent of its authority to do so under 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, 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 such Work is fabricated, installed, or completed. However, no such recommendation shall give rise to a duty or responsibility owed 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 will prepare change orders and construction change directives and may authorize minor changes in the Work as provided in paragraph 7.1.2.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector, or 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.

4.2.9 INTERPRETATION

The Architect, Inspector, any Construction Manager, the Owner or any independent consultant of Owner, as Owner believes appropriate for a given situation 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 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 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(s) duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and

methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR'S AUTHORITY TO REJECT OR STOP WORK

The Inspector shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector 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'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required under Division 1 of the Specifications.

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. 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 of 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 compensation or time, or if the Contractor requests additional compensation or time, 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 such pursuit and any later attempts to recover such compensation or modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to, learn of potential changes and disputes as early as possible so Owner can investigate, and mitigate and resolve adverse cost and time impacts, if any.

4.5.1 NOTICE OF POTENTIAL CHANGE

A contractor's written notices of potential change to the contract may be based on extra work, critical path delay, or need for additional compensation or time. Written notices of potential change shall be submitted to Owner by Contractor within five (5) days of Contractor becoming aware of the facts and/or issues creating such potential for change, unless such facts and/or issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the written notice(s) shall be submitted immediately so the Owner may take immediate action to mitigate cost and schedule impacts of the change. 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 such Extra Work until directed in writing to do so by Owner. When submitting a written notice of potential change based on an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay issue as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner.

Failure to timely submit a written notice of potential change shall act as a waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the project and the mitigation of project costs and delays.

4.5.2 CHANGE ORDERS REQUESTS AND CHANGE ORDERS

If, after submitting a written notice of potential change pursuant to Section 4.5.1 above, Contractor continues to believe that it is entitled to additional compensation 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 a certain issue, then Contractor shall submit a Change Order Request to Owner pursuant to this Article 4.5.2, and pursuant to Article 7 below, within twenty (20) days of (i) becoming aware of the potential change, or (ii) the date by which it should have become aware of the potential change.

Failure to timely submit a Change Order Request related to an issue shall act as a waiver by Contractor of any right to later submit a Change Order Request or Claim on that issue, or to later pursue any additional compensation in any manner related to that issue.

The Change Order Request shall indicate the grounds for the additional compensation or time requested and the amount of compensation requested, and Contractor shall include all information supporting the Change Order Request.

The Owner may accept the entire Change Order Request, accept part of the Change Order Request and reject the remainder, reject the entire Change Order Request, or request additional information. If the Owner does not respond within thirty (30) days with an acceptance of the whole Change Order Request, an acceptance of part of the Change Order Request and rejection of the remainder, or a request for additional information, then the Change Order Request shall be deemed rejected in whole as of the thirtieth day. If the Owner requests additional information, then the Contractor shall submit it within fifteen (15) days and the Owner shall have fifteen (15) days after such submission to accept or reject (in part) the Change Order Request. If the Owner fails to respond within fifteen (15) days after such submission of additional information, then the Change Order Request shall be deemed rejected in whole as of the fifteenth day.

Any Change Order Request shall be certified, pursuant to Section 4.5.5.1, below. If a Change Order Request is submitted without certification, a certification can be submitted at a later time as long as it is still timely pursuant to the first paragraph of Section 4.5.2, above. If not timely certified, then any Change Order Request may be treated as not having been submitted, and if so treated Contractor will have waived its rights to any compensation or time for that compensation or time.

4.5.3 DEFINITION OF CLAIM

A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) 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 (c) an amount the payment of which is disputed by the local agency. However, "Claim" does not include a written notice of potential change or a Change Order Request submitted pursuant to

Articles 4.5.1 or 4.5.2, above. The notice of potential change and Change Order Request precede a Claim. In addition, a "Claim" does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract. The responsibility to substantiate Claims shall rest with the Contractor.

4.5.4 TIME FOR SUBMITTING CLAIM

All Claims shall be submitted by Contractor to the Owner's construction manager (or in the absence of a construction manager, to Architect and Owner jointly) prior to the final payment; however, notwithstanding the preceding, any and all Claims must be submitted no later than seven (7) days after completion of the Work.

Failure to timely submit a Claim will act as a complete waiver of Contractor's right to recover money or time on the issues for which a Claim was required, to submit a Government Code claim on such issues, or to initiate litigation on such issues. In no event may the Contractor reserve its rights to assert a Claim for time extension or additional money later than as required by this provision unless the Owner agrees in writing to allow such reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format*

Every Claim shall be in writing. Failure to timely seek any money or time extensions as part of a Claim constitutes a waiver of Contractor's right to seek such money or time extensions at a later time. All money or time extensions sought must be included in the Claim at the time submitted.

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 [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for money and/or time extension) to [public entity name] regarding this project (dated _____, 200_, entitled _____, and requesting \$_____ and/or _____ additional days), and I prepared said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

The attached claim is submitted in compliance with all laws applicable to submission of the 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 severe legal consequences for myself or [contractor company name].

The attached claim does not breach the contract between [contractor company name] and [public entity name] for this project, is not a false claim, does not violate any applicable law, satisfies all provisions of the contract applicable to submission of such claim, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that [public entity name] is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (including attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said 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.

[name of declarant]

4.5.5.2 *Claims for Additional Money*

Each Claim for additional monetary compensation 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 to assert a Claim for money, unless the Owner expressly agrees in writing to allow such reservation. Any costs, direct or indirect, not asserted shall be waived.

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, 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, and a current schedule and 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 completion date (including an analysis of any float previously used and still remaining), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within thirty (30) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow such reservation. Any time extension not asserted shall be waived.

4.5.5.3.2 *Usually Severe Weather Claims*

If unusually severe weather is the basis for a Claim for additional time, such Claim must be documented by data and facts substantiating that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

4.5.5.4 *"Pass Through" Claims*

A subcontractor or supplier to Contractor may not submit a Change Order Request or Claim directly to the Owner. If a subcontractor or supplier submits a request for additional compensation or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including notices of potential change, Change Order Requests, and Claims. Contractor must prepare and submit its own analysis of the subcontractor's request, and the Claim must include a copy of the subcontractor's request along with any other necessary supporting documentation.

The Contractor's analysis of the subcontractor's request must include a detailed explanation by Contractor of why the request by subcontractor or supplier is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages is appropriate, (b) how a breach by Contractor caused the subcontractor or supplier to incur these damages, and (c) how the Contractor's breach was caused by a breach of contract by Owner. Any claim by Contractor that fails to include the above information, or that states that Owner is responsible for the subcontractor's request only in the event that Contractor is found to owe money to subcontractor, shall be deemed rejected and Contractor will have waived its right to pursue further compensation or time regarding subcontractor's request, unless Owner states otherwise in writing.

4.5.6 PROCEDURES FOR CLAIMS LESS THAN OR EQUAL TO \$375,000 (PUBLIC CONTRACT CODE SECTION 20104.2)

Claims less than or equal to \$375,000 shall be handled according to this provision.

4.5.6.1 *Claims for Less Than \$50,000*

For Claims of less than fifty thousand dollars (\$50,000), the Owner shall respond in writing to any written Claim within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

4.5.6.2 *Claims Over \$50,000 and Less Than \$375,000*

For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Owner and Contractor.

The Owner's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

4.5.6.3 *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 demand, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled project meetings.

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 further pursue the Claim.

4.5.6.4 ***Government Code Claim***

If the Claim or any portion remains in dispute after the meet and confer conference and Contractor wishes to pursue it, the Contractor **must** file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code (a “Government Code Claim”). The filing of a Government Code Claim is specifically required in addition to all contractual procedures described above in Sections 4.5 through 4.5.6.3. These 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 by Contractor of the disputed item. The Government Code Claim shall be handled by Contractor and Owner as required by the Government Code, commencing with Section 900, and as permitted by law. For purposes of the applicable Government Code provisions, the running of the period of time within which a Government Code Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to this Section 4.5 until the time that such Claim is denied as a result of the meet and confer process in Paragraph 4.5.6.3, including any time utilized by such meet and confer process.

4.5.7 **PROCEDURES FOR CLAIMS OVER \$375,000**

Claims over \$375,000 shall be handled by Contractor and Owner pursuant to Section 4.5.6, above, except as follows: (a) Section 4.5.6.1, above, shall not be applicable; (b) Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) following the meet and confer conference, if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate. If Contractor fails to timely notify the Owner that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

4.5.8 **CONTINUING CONTRACT PERFORMANCE**

Despite submission or rejection of a Claim, 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.

4.5.9 **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

4.5.9.1 *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, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) days after the Architect has given notice of the decision. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to paragraph 4.6.

4.5.9.2 *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:

4.5.9.2.1 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.

4.5.9.2.2 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.

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

4.5.10 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. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be made as provided in 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 prime contractor;
- B. When the listed Subcontractor becomes bankrupt or insolvent;
- 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 or 1777.7 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 the completion of the Project.

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 therefor. 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 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 paragraph 5.3 above.

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 Project 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, the Subcontractor shall continue to proceed diligently with the performance as required by the Contractor. 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 Work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project 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 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 case shall mean the Contractor who executes each separate Owner/Contractor Agreement.

6.1.3 CONTRACTOR DUTIES

The Contractor 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, who shall cooperate with them. 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 and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner 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 shall be borne by the party responsible. Should any Contractor cause damage to the Work or property of any separate contractor on the Project, or cause any delay to any such contractor, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay. Owner may withhold from progress payments and/or retention the cost of delay or damage to another contractor's Work or damage to another contractor's property caused by Contractor.

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 make 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 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.

For all such changes requiring extra work or time, Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all such 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 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the District's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work 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. 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 District 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.

Any CO executed by Owner and Contractor constitutes and includes full and complete compensation 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. In consideration for the compensation received for the changes described by the CO, Contractor waives all claims for all costs and effects caused by any of the changes by the CO, 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 such 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 order signed by the Owner and the Architect, directing a change in the scope of the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. 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 above.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO.

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 Cost, Contract Time, or the Contract Documents.

7.4.3 RESPONSE TIME

In the absence of an express designation by Owner, an RFI shall be submitted directly to the Architect, with copies forwarded to the Owner. The Owner and Contractor agree that an adequate time period for the Architect (or other designated receiver of the RFI) to respond to an RFI is generally three (3) 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 3 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. 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.

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. If Contractor believes that the Architect's response results in a change in the Work that warrants additional compensation or time, then Contractor shall follow the procedures for additional compensation or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than three (3) days after the Architect's receipt of the RFI. If the Architect cannot respond to the RFI within three (3) calendar days, the Architect shall notify the Contractor, with a copy to the Inspector and the Owner and the Construction Manager if any, of the amount of time that will be required to respond. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. For each RFI where 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 a written request asking the Contractor to submit to the Owner an estimate of the effect of a proposed change on the Contract Sum and the Contract Time, including credits.

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 paragraph 7.7.

The Contractor shall not be entitled to any Additional Compensation 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 a written request prepared by the Contractor asking the Owner for additional compensation or time.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per paragraph 7.7 to validate any proposed change in Contract Sum.

7.6.3 CHANGES IN TIME

Where a change in Contract Time is requested, a COR shall also include delay analysis to validate any proposed change to the Contract Time, 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 Project Schedule as defined in paragraph 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 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 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, 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 request for payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request 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. Overhead, including direct and indirect costs, shall be submitted 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.	_____	_____
I. Subtotal	_____	_____
J. Bond not to exceed two percent (2%) of Item I.	_____	_____

K. TOTAL

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs 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

Written notice of potential Claim for additional compensation or time shall be submitted 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 certain costs, or time extensions, as part of a COR constitutes a waiver of Contractor's right to claim the omitted money or time. All money or time being sought 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 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 complete 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'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'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 Contract Time is a reasonable period 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 with adequate forces and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK ONLY (EXCUSABLE DELAY)

If Contractor exercises due diligence, but the critical path schedule of the Work is unavoidably delayed due to 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, unusually severe weather, or delays of subcontractors due to such causes, then the Owner shall extend the time to complete the Work by Change Order for such reasonable time and the Owner may determine. 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 (see definition above) for which Contractor is also entitled to monetary compensation. Contractor has the burden of disproving concurrency and proving that any delay was excusable and compensable.

8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL COMPENSATION

Written notice of any potential delay shall be provided by Contractor pursuant to Section 4.5.1 and additional compensation (money and/or time) for Contractor shall be pursued through the procedures in Section 4.5.

8.4.5 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.

8.4.6 LIQUIDATED DAMAGES

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

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 upon failure of the Contractor to complete the Project within the time specified, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date.

If the Contractor becomes liable for liquidated damages under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

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 each Project or Site. 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 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. Such application shall be notarized, if required, and supported by the following or such portion thereof as the applicable entity requires:

- 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; and
- 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.

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 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 result in 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 as provided in paragraph 9.5.1.

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 issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitled to payment may subsequently be affected by 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 Notices. 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, Owner would release the stop notice funds withheld to the Contractor. Any stop 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. Owner shall also withhold for the estimated reasonable cost of stop notice litigation to be incurred. For any stop notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation actually incurred for that stop notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation;
- 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 by the completion date;
- 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 dates;
- 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 materialmen;
- 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;
- 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. Potential or actual loss, liability or damages to Owner caused by the Contractor; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law.

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry to Owner within thirty (30) days, and Owner shall respond within fifteen (15) days. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount that was estimated but later becomes known and certain, no later than the final accounting for the Project 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.

9.5.2 WRITTEN REASONS FOR WITHHOLDING PROVIDED

Upon request of the Contractor from whose payment the Owner withheld funds, the Contractor shall be given in writing the Owner's specific reasons for withholding amounts on specific items.

9.5.3 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 amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.5.4 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither an overpayment to Contractor by Owner, nor a 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 for such 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

Within thirty (30) days after receipt of an undisputed and properly submitted Request for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments. 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.

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 uncomplied 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 Request 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 inspect the Work and prepare and submit to the Contractor a comprehensive list of items to be completed or corrected (the "Punch List"). 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 in accordance with the Contract Documents, and to require Contractor 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 incomplete or incorrect. 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. The Owner may timely record a Notice of Completion within ten (10) days of acceptance by the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's completion of the Work.

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. 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, 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 provided under paragraph 9.7.1 for the entire Work; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, nor 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 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.

9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PAYMENT

The Application for Final Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 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 payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

9.9.3 RELEASE OF RETAINAGE

Owner may withhold from release of retainage (or "retention") as provided in Section 9.5. The undisputed retainage being released by Owner need not be released until sixty (60) days after completion of the Contractor's work, pursuant to Public Contract Code section 7107. 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 pursuant to Public Contract Code section 22300.

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 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 monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor.

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.

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 and the Architect 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, and equipment to be incorporated therein, 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.

10.3 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 statutes of limitations (or repose) and all warranties have run. 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.

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 appropriate Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. 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 compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in 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 has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the 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 additional costs incurred or Project delay in accordance with the applicable provisions of Article 7 herein. In addition, 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. By providing this indemnification, District does not waive any immunities.

10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

In the event the hazardous materials on the Site is caused by the 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.

10.5.5 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.

10.5.6 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 deadline set forth in the Instructions to Bidders, which cannot be later than 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. (XCU)

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, Construction Manager, and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner, Construction Manager, 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

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, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), 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, the Construction Manager, 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.

11.1.7 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 Project 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, the Construction Manager, 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.

11.1.12 Minimum Insurance Requirements

Loyalton High School School Project

Contractor, at its expense, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The **Sierra Plumas Joint Unified School District** shall hereafter be referred to as **District**.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability on an occurrence form (no sunset clauses). Liability deductible or Self-Insured Retention not to exceed \$5,000. Claims Made or Modified Occurrence Liability coverage will not be accepted. Coverage shall be at least as broad as ISO form CG0001.

2. Umbrella/Excess Liability
3. Automobile Liability including owned, non-owned, and hired automobiles.
4. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Builder's Risk (Course of Construction). Deductible not to exceed \$2,500. (not applicable to projects under \$250,000 construction costs)
6. Performance & Payment Bonds.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|-------------------------------|---|--|
| 1. General Liability: | \$2,000,000
\$2,000,000
\$1,000,000
\$1,000,000 | General Aggregate (Per Project)
Products/Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence |
| 2. Umbrella/Excess Liability: | \$1,000,000
\$1,000,000 | Aggregate
Each Occurrence |
| 3. Automobile Liability: | \$1,000,000 | Per Accident for Bodily Injury & Property Dmg. |
| 4. Workers' Compensation: | As required by the State of California | |
| 5. Employer's Liability: | \$1,000,000 | Per Accident for Bodily Injury or Disease |
| 6. Builder's Risk: | Completed Value of the Project with no Coinsurance Penalty. | |

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured:** The **Sierra Plumas Joint Unified School District**, its elected or appointed officials, employees, agents and volunteers, Architect, and Construction Manager are to be covered as Additional Insured's (utilizing Form CG2010 11/85 edition or an acceptable equivalent) by an endorsement to the general liability policy. A CG2010 11/85 acceptable equivalent is an additional insured endorsement that includes the named insured's "ongoing" operations and completed operations.
2. **Primary Insurance:** For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the **Sierra Plumas Joint Unified School District**, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **Sierra Plumas Joint Unified School District**, its elected or appointed officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Cancellation Provision:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the **District**.

Builder's Risk (Course of Construction) Insurance

Contractor shall procure and maintain Builder's Risk insurance (all-risk, special form with valuation on a replacement cost basis) on a one hundred percent completed value of the project for the benefit of the **District**, and the Contractor and Subcontractor, as their interest may appear. The policy shall contain a clause which provides coverage until the building is accepted by the **District**. If the Builder's Risk policy contains an occupancy provision, permission for early occupancy must be obtained from the insurance company. The Policy should include debris removal, collapse, theft, and transit coverage with no coinsurance penalty provisions. The Builders' Risk Policy is primary and no insurance held or owned by the **District** shall be called upon to contribute to a loss. The **District** will not be responsible for loss of Contractor tools or machinery.

Acceptability of Insurers

All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required Insurance as set forth in this Contract shall be underwritten by a company with a balance sheet strength, operating performance and business profile that are equal to or exceed an A VIII rating as listed in the A.M. Best Insurance Guide's latest edition. On a case-by-case basis, the **District** may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guide's latest edition.

Workers' Compensation

Before the Contract is entered into, the Bidder to whom it is awarded shall furnish to the **District** satisfactory proof that he and all Subcontractors he intends to employ have taken out, for the period covered by the proposed Contract, full compensation insurance and Employer's Liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the **District** for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Act of the Legislature of the State of California, known as the "Workers' Compensation Insurance and Safety Act" approved May 26, 1913, and all Acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

If the Contractor fails to maintain such insurance, the **District** may take out compensation insurance to cover any compensation which the **District** might be liable to pay under the provisions of said Act as amended, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract.

If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the **District** under the provisions of said Act as amended, or for which compensation is claimed from the **District**, the **District** may retain out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation, as fixed by said Act as amended, until such compensation is paid, or until it is determined that no compensation is due, and if the **District** is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be cancelled until thirty (30) days after written notice of intended revocation has been given to the **District** by Certified Mail.

Waiver of Subrogation

The Contractor's General Liability and Workers' Compensation insurance policies shall provide a Waiver of Subrogation in favor of the **District**.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, with the exception of Umbrella/Excess Liability Insurance, Builders' Risk Insurance, and Performance/Payment Bonds.

Indemnity

Contractor shall indemnify, hold harmless and defend the **Sierra Plumas Joint Unified School District**, and its elected or appointed officials, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by **Sierra Plumas Joint Unified School District** fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of work.

Performance Bond & Payment Bond

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. The surety must be an admitted surety insurer in the State of California. These bonds shall be maintained for the life of the Contract and one year after the date of filing the Notice of Completion.

The Contractor shall deliver the required bonds to the **District** not later than ten days following the date of the Agreement is entered into. If the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of Work, submit evidence satisfactory to the **District** that such bonds will be furnished.

The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney, and to have the signature acknowledged by a notary public.

Proof of Insurance

Contractor shall furnish the with original certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the **District** before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. If the Contractor fails to maintain such insurance as specified by this Contract, the **District** may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premium from any sums due the Contractor under the Contract.

The **District** reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Mail all certificates and endorsements to:
Sierra Plumas Joint Unified School District
Attn: Dr. Merrill Grant, Superintendent
109 Beckwith Road
Loyalton, CA 96188

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

Pursuant to the warranty and guarantee in Section 3.5, if within one (1) year after the date for commencement of warranties established under paragraph 3.5 or 9.7.1, or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it after receipt of written notice from the Owner 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 so long as the written notice from Owner was provided within the applicable warranty period. The warranty period of one (1) year shall be extended with respect to Contractor's corrective work performed pursuant to this provision, and the warranty period shall not expire until one (1) year has passed from completion of such corrective work to Owner's satisfaction. Owner must send written notice of any warranty item to Contractor before expiration of the warranty period, and if written notice is timely provided, Contractor's obligation to correct the warranty item to conform to the above standards will continue until the correction is made. This obligation under this paragraph 12.2.2 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 Section 12.2.2 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties under Sections 3.5 and 9.7.1, 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 other than specifically to correct the Work.

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, written notice 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 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 in writing.

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. Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the Owner, invoiced by the Owner to the Contractor, and withheld from progress payments and/or retention.

13.5.3 ADVANCE NOTICE TO INSPECTOR

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector 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 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 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, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under paragraph 13.5.1, the Inspector 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 paragraph 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under paragraphs 13.5.1 and 13.5.2 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 work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

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 in the Notice calling for Bids 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 Fifty Dollars (\$50.00) 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. 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.

13.8.6 MINIMUM WAGE RATES

Any worker employed to perform work on the Project, 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 are deemed to include employer payments for health and welfare, pension, and vacation pay.

13.8.8 POSTING OF WAGE RATES

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.

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 body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records 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, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), 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) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. 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) 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, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an

employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) 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.

(g) 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 twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. 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.

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 paragraph 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this paragraph 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 section 1777.7, in the event a Contractor or Subcontractor willfully fails to comply with the provisions of this paragraph 13.10 and Labor Code section 1777.5:

(a) . . . the Chief of the Division of Apprenticeship Standards 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 contract 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 violations. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(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. Notwithstanding section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.

(c) In lieu of the penalty provided for in this subdivision, the Chief may for a first time violation and with the concurrence of an 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 if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(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 sections 1777.1 or 1777.7 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to 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 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 final payment is made 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 final payment is made under this Contract, Owner shall also have the right to such an audit, and Contractor must cooperate by producing all information requested 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 for convenience. Contractor may only terminate 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 Worked 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 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 toward completion 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. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- D. 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 Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of the 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 paragraph 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 PAYMENTS WITHHELD

If the Owner terminates the Contract for one of the reasons stated in paragraph 14.1.1, the Contractor shall not be entitled to receive further payment until the Work is complete.

14.2.4 PAYMENTS UPON COMPLETION

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 Contract.

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 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, along with reasonable overhead and profit on the Work not executed.

14.4 **NOT A WAIVER**

Any suspension or termination by Owner 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 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.

**SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
NOTICE TO LEASE/LEASEBACK CONSTRUCTION FIRMS**

**REQUEST FOR QUALIFICATIONS
FOR LEASE/LEASEBACK CONSTRUCTION SERVICES
AS ALLOWED FOR BY EDUCATION CODE 17406**

**LOYALTON HIGH SCHOOL
PAVING REPLACEMENT PROJECT**

NOTICE IS HEREBY GIVEN that sealed Statement of Qualifications will be received at the office of the Sierra-Plumas Joint Unified School District (District), 109 Beckwith Road, P.O. Box 955, Loyalton, CA 96188, until the hour of 2:00 p.m., Thursday, April 10, 2014 for Qualifications of Lease/Leaseback Construction Services for the Paving Replacement Project at Loyalton High School, 700 Fourth St., Loyalton, CA 96188, as outlined in the plans and specifications, under the Lease/Leaseback Construction method allowed for in Education Code Section 17406. Proposals will be awarded by competitive selection as allowed for in aforementioned code.

The District is requesting proposals for Lease/Leaseback Construction services for the Paving Replacement Project located at Loyalton High School in Loyalton, California. The subject project will include all work necessary as per plans and specifications. The plans and specifications shall be made available by the District upon request by a qualified Lease/Leaseback Contractor, as determined by the District.

Proposals must be submitted following an **RFQ Outline** provided by the District. The outline for the RFQ is available at the aforementioned address, or by contacting CRM Group, acting as the District's Construction Manager, at (775) 530-0303 or by contacting the District office at (530) 993-1660.

Three (3) printed copies of the RFQ response shall be delivered to the District no later than 2:00 p.m., Thursday, April 10, 2014.

Questions during the proposal period should be addressed in writing to D. Kevin Nolen, by e-mail at kevin@crmgroupca.com.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

To: **Sierra Plumas Joint Unified School District**

Project: **Paving Replacement Project at Loyalton High School, Sierra County, California**

I, _____, declare that I am the _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____



CRM GROUP
CONSTRUCTION RESOURCE MANAGEMENT

D. KEVIN NOLEN
7385 PEMBROKE DR. RENO NV 89502
TEL: 775-530-0303 KEVIN@CRMGROUPCA.COM (LOWER CASE)

REQUEST FOR QUALIFICATIONS – LEVEL 1

April 2, 2014

PROJECT: Sierra-Plumas Joint Unified School District
Paving Replacement Project
Loyalton High School

GENERAL SCOPE: The Sierra-Plumas Joint Unified School District (District) wishes to procure Lease-Leaseback services for proposed Paving Replacement Project at Loyalton High School. The scope of this project will include, but is not limited to: Excavation, Hauling, Filling, Compacting, Asphalt Paving, Concrete, and other Trade Disciplines that may be required as per District approved plans and specs (**Please do not request plans or specs for this level of the RFQ**).

The firm(s) may be required to coordinate this work and/or additional work with other consultants contracted by the District. Interested firms should submit three (3) copies of a letter of interest, each with a “Statement of Qualifications.” This “Statement of Qualifications” should include:

- I - The firm's qualifications to undertake this project, including but not limited to:
 - Proof of California Contractor's License – current and in “good-standing.”
 - Description of firm's experience with DSA and school construction projects
 - Description of firm's experience with Lease/Lease-Back construction projects
 - A statement of financial resources, bonding capacity, and insurance coverage

- II - The firm's experience with scheduling, budget, and cost control including the results of the firm's activities; include at least five projects over the last five years and the last five similar size and type projects; include experience with fast-track and geographically remote projects.

- III – Listing of projects that demonstrate the firm's capabilities including contact information for the Owner/Rep; Architect/Engineer; Inspector; include at least five projects over the last five years and the last five similar size and type projects.

- IV– Profiles of key personnel who will be involved in the project: owners, office staff, project manager, superintendent, foreman, etc.

- V - Statement of current workload;

- VI - Listing of business references other than those listed above, including contact information;

- VII – Past performance record – if any of the following has occurred, please describe in detail the circumstances for each occurrence:
 - Loss of Contractor's License, any CSLB reports against license, etc.

- Withdrawal of proposal as a result of an error.
- Failure to enter into a contract once selected.
- Termination or failure to complete a contract.
- Debarment by any public agency.
- Involvement in litigation, arbitration or mediation.
- Conviction of the firm or its principals for violating any state or federal law relating to bidding or contract performance.
- Knowingly concealing a deficiency in the performance of a prior contract.
- Falsification of information or submission of fraudulent statements in connection with as contract.
- Willful disregard for applicable rules, laws, or regulations.

VIII - Additional information that you believe would be useful in evaluating the firm's qualifications:

IX - If a firm intends to undertake the project jointly with another firm or by the use of consultants, please include information on the other known firms to be used.

Letters of interest with attached qualification statements (clearly marked "SOQ for Loyalton High School Paving Replacement Project") should be sent so as to be received (via delivery mail service) not later than 2:00 p.m. Thursday, April 18, 2014 at:

Sierra-Plumas Joint Unified School District
109 Beckwith Road
P.O. Box 955
Loyalton, CA 96188

All questions pertaining to the RFQ/SOQ shall be directed to:

CRM Group/D. Kevin Nolen
Construction Manager, (District Rep)
7385 Pembroke Dr.
Reno, NV 89502
c. 775.530.0303
kevin@crmgroupca.com

GENERAL PROJECT DESCRIPTION

The project consists of the following:

Replacement of Asphalt Concrete Paving at Front of School:
Demo/Excavation/Grinding of Existing Paving
Export of Existing Sub-Base Material
Import of New Class II AB
Install of New Concrete Drain Inlet
Install of New Concrete Curbing
Install of New Asphalt Concrete
Disciplines may incl: Electrical, Plumbing, Painting/Striping, etc.

All work as per plans and specifications provided by the District. **(Please do not request plans or specs for this level of the RFQ)** Contact D. Kevin Nolen at 775-530-0303.

Project Location: Loyalton High School, 700 4th Street, Loyalton, CA 96118

Tentative Project Milestones:

April 18, 2014	RFQ Responses Due
April 22, 2014	Job-Walk with Selected LLB Entities
May 7, 2014	RFQ Level II Responses Due
May 12, 2014	Final Award of LLB Contract
June 14, 2014	Start Date
Aug 31, 2014	Completion of Project

Project Estimate: \$120,000 - \$150,000

Responding firms may be screened and interviewed on the basis of the qualifications only. Fees and specific design concepts or solutions for this project may not be discussed at the initial interview. Final fees shall be negotiated with the firm determined by the School Board to be the first choice for this service.

The District may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFQ. The District also reserves certain rights, including, but not limited to, the following:

- a. Reject any or all of the proposals.
- b. Issue subsequent Requests for Qualifications.
- c. Cancel the entire Request for Qualifications.
- d. Remedy technical errors in the Request for Qualifications process.
- e. Appoint evaluation committees to review qualifications or proposals.
- f. Seek the assistance of outside technical experts in qualification or proposal evaluation.
- g. Establish a short list of firms eligible for discussions after review of the RFQ.
- h. Negotiate with any, all, or none of the firms.
- i. Solicit best and final offers from all or some of the firms.
- j. Award a contract to one or more firms.
- k. Waive informalities and irregularities in the RFQ.
- l. Award without discussion.
- m. Determine not to enter into the lease agreements.
- n. Change the form of the attachments.

This RFQ shall not, in any manner, be construed to be an obligation of the District to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFQ, participation in interviews or in anticipation of any contract. This RFQ is not a formal request for bids.

Respectfully,

D. Kevin Nolen
CRM Group

Attachments: None

Cc: Dr. Merrill Grant/SPJUSD Superintendent

RFQ/SOQ: Loyalton HS Paving Replacement Project

CRM Group / Construction Resource Management
7385 Pembroke Dr. /Reno, NV 89502 / (775) 530-0303 /
E-mail: kevin@crmgroupca.com

Search Property Communities For Buyers For Sellers Rentals Services About

Request More Information

Request a showing Request Info

First Name: Last Name: Email: Phone Number: Message: I'd like some more information about 201 Main Street, Loyalton CA. Thank you. Send

Back to Community Research

Previous 3 of 20 Next

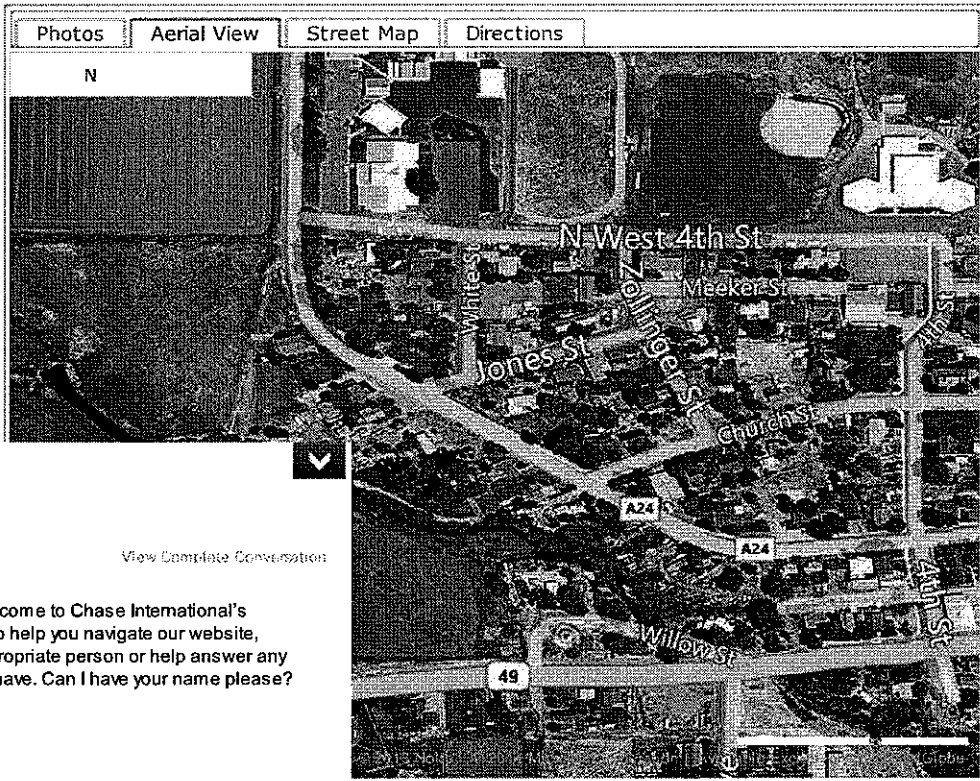
201 Main Street, Loyalton, 96118

\$12,500

0.0 baths | Lot/Land /Single Family Lot

Payment: \$60/month (edit)

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\$12,500 -- Bd / -- Ba -- Stories

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603-609 MAIN STREET, L



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Jack

View Complete Conversation

Jack: Hello and welcome to Chase International's website. I am here to help you navigate our website, direct you to the appropriate person or help answer any questions you may have. Can I have your name please?

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603-609 MAIN STREET, LC



\$169,000 -- Bd / 0/0 -- Stories

PLUMAS Courtesy of DICKSON REALTY TAHOE

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Mortgage Calculator

Purchase Price: \$12500 Loan Amount: \$11,250.00 Down Payment: \$ or 10% Interest Rate: 5% Term: 30 years Calculate Monthly Payment: \$60

More Details for 201 Main Street

Property Class: Lots/Land Listing Status: Active City: Loyalton Area: Loyalton (LS017) County: SIERRA State: CA Class: Lot/Land Property Subtype: Single Family Lot Approx Lot Size: 0.090 Listing #: 201400161 HOA Includes: Other

Features for 201 Main Street

Garage Style: Other Lot Desc: Corner Road: None View Description: Neighborhood Utilities: None

Community around 201 Main Street

Market Trends near 201 Main Street

Schools near 201 Main Street