

AGENDA FOR THE **SPECIAL MEETING** OF THE
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

July 2, 2012

6:00 pm

Loyalton Middle School, Room 4, Loyalton, California

This meeting will NOT be available for videoconferencing.

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, 305 S. Lincoln Street, Sierraville, CA 96126 and, when feasible, attached to the County's online agenda at <http://www.sierra-coe.k12.ca.us> (Government Code 54957.5)

- A. CALL TO ORDER
- B. ROLL CALL
- C. FLAG SALUTE
- D. APPROVAL OF THE AGENDA
- E. PUBLIC COMMENT

Special Meeting Agenda Items Only

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 listed on this 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)

- F. ACTION ITEMS
 - 1. New Business
 - a. Resolution 12-001, Ordering Election**
 - b. Direction to the Superintendent Regarding Feather River Material, Restroom Project* (Board Trustees will adjourn to the (former) Loyalton Intermediate School Site, 605 School Street, Loyalton, CA, to view the project and **the meeting will conclude at this location.**)
- G. ADVANCED PLANNING
 - 1. Next Regular Board Meeting will be held on July 10, 2012, at Loyalton Middle School, Room 4, Loyalton, California, at 6:00 pm


Stanford J. Hardeman, Superintendent

- *** prior month handout
- ** enclosed
- * handout

Resolution No. 12-001

RESOLUTION ORDERING ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, REQUESTING CONSOLIDATION OF THE ELECTION, AND SPECIFICATIONS OF THE ELECTION ORDER

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

WHEREAS, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election;

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election;

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated;

WHEREAS, various district, county, and statewide and other political subdivision elections have been or may be called to be held on November 6, 2012;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT the Governing Board of the Sierra-Plumas Joint Unified School District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 6, 2012, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the school district request to the Board of Supervisors of the County of Sierra and County of Plumas to order such consolidation under Elections Code Section 10400; and

BE IT FURTHER RESOLVED AND ORDERED that said School Board hereby requests the Board of Supervisors to permit the Sierra County and Plumas County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services pursuant to Elections Code §10520; and

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Sierra-Plumas Joint Unified School District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 6, 2012;

Check the following that apply:

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department conduct the election for the following OFFICES on the November 6, 2012 ballot:

<u>SEATS OPEN</u>	<u>OFFICE TERM</u>
Trustee Area #1	4 years
Trustee Area #3	4 years

No election will be held if there are an insufficient number of nominees.

The qualifications of a nominee of an elective officer of the school district are as follows (i.e. a registered voter in the district, trustee area, etc.)

The Candidate’s Statement of Qualifications shall be limited to 200 words and will be paid for by the () district OR (X) candidate.

Date of last map change: November 2006. A current map showing the boundaries within the County of the school district and the divisions of the school district, if any, is attached.

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 6, 2012 election: (insert 75-word ballot question here or attach, if more than one)

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department is requested to: [Check one of the following]

Print the attached measure text exactly as filed in the Voter's Information Pamphlet section of the Sample Ballot for the November 6, 2012 election. Cost of printing and distribution of the measure text will be paid for by the district.

Not to print the measure text in the Voter's Information Pamphlet of the Sample Ballot but send a copy to voters upon request at the cost of said district.

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department is ordered that in the event of a tie vote, the candidate will be selected by:

- Run-off election
- By lot

PASSED AND ADOPTED by the Sierra Plums Joint Unified School District, County of Sierra, State of California, this 2nd day of July 2012, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:
VACANT:

Michael Moore, President, Sierra-Plumas
Joint Unified School District Governing Board

Attested: _____
Stanford J. Hardeman, Superintendent

Punch List

Loyalton Middle School: Portable Sitework

June 27, 2012

The following is the follow-up to my recent visit to LMS (6/26/12) to visually inspect the ramps, stairs, and, more specifically, the patching on the ramps.

1. The patching material is already beginning to peel and crack. Typical of patching over time yet this patch job is peeling up only after one winter (a very mild winter). See photos #1 – 4 below.
 - a. Recommendation:
 - i. Remove and replace all sections of the ramps and stairs where patching material was used.
 1. This will require cutting and removal of handrail sections and sawcutting of A/C.
 2. Replace handrail and re-paint; install new hot mix A/C after replacement of concrete sections.
 3. Replace all damaged rebar reinforcement
 - a. All rebar to be epoxy doweled into surrounding concrete
 - ii. All proposed work to be approved by architect via shop drawings and submittals

2. Rusting at handrailing. See Photo #5 showing rusting at handrail post bases. This is due to a lack of anchoring material at the time of setting the handrail posts causing water to accumulate. This must be remedied to prevent rusting of structural railing members and rust intrusion to rebar reinforcement within the concrete ramps.
 - a. Recommendation:
 - i. Grind out anchoring material or sealant and re-install anchoring material to provide a shoulder at post bases
 - ii. Grind and remove rust/scale from posts
 - iii. Re-paint post as necessary

3. Cracking at ramps. See photo #6 showing cracking at concrete ramp. This is occurring at various locations where control joints were not located. This cracking has increased and could present safety and maintenance issues due to unraveling and chipping at cracks and/or structural issues due to water intrusion.
 - a. Recommendation:
 - i. Grind-out cracks and install crack-sealant. Seal the entire surface of the concrete to seal the cracks and reduce risk of increased cracking and water intrusion as well as to hide unsightly crack sealant.
 - ii. All materials for this work shall be submitted to the Architect for approval prior to installation

Punch List

Loyalton Middle School: Portable Sitework

June 27, 2012

4. Patching at stair nosing. As noted in the last punchlist (dated 1/20/12) the nosing was delaminating. The contractor only filled (caulking?) and sealed (spray paint) the nosing surface as the repair. As noted, to properly repair would require re-casting the concrete stairs. This was not done.
 - a. Recommendation:
 1. Stair nosing is delaminating. Replace – this will require re-casting concrete stairs (see photo #7 & 8 below)

All work must be satisfactorily completed to be signed-off.

//D. Kevin Nolen
CRM Group

Photo #1 Patch Failure



Punch List
Loyalton Middle School: Portable Sitework

June 27, 2012

Photo #2 Patch Failure



Photo #3 Patch Failure



Punch List

Loyalton Middle School: Portable Sitework

June 27, 2012

Photo #4 Patch Failure



Photo #5 Handrail Rust



Punch List
Loyalton Middle School: Portable Sitework

June 27, 2012

Photo #6 Increased Cracking



Photo #7 – Stair Nosing



Punch List
Loyalton Middle School: Portable Sitework

June 27, 2012

Photo #8 Stair Nosing



LAW OFFICES OF DAVID J. MURRAY
DAVID J. MURRAY, ESQ.

Phone ()
Fax ()

RECEIVED

JUN 14 2012

SCOE
S-PJUSD

June 8, 2012

Sierra-Plumas Unified School District
Stan Hardemann, Superintendent
P.O. Box 157
Sierraville, CA96126

Re: Loyalton Middle School, Loyalton

Dear Mr. Hardeman:

It is my understanding that my client, Feather River Materials has completed the final punchlist and its scope of work under its contract for the Loyalton Middle School project. (See attached February 8, 2012 email from construction management company project supervisor, Kevin Nolan of CRM Group.)

I am also in receipt of your letters dated April 25, 2012 and May 3, 2012. I offer the following reply.

California Public Contract Code § 7107(c) states, "Within 60 days after the date of completion of the work of improvement, the retention withheld by the public entity shall be released."

"For purposes of this subdivision, "completion" means any of the following:

- (1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement."

It is my understanding the facilities were being used by the Sierra-Plumas Unified School District as of February 2012. A formal notice of completion is not required to start the 60 day statutory time period for payment of retention. In fact, recording a "notice of completion" now would be invalid. In Department of Indus. Relations, Div. of Labor Standards Enforcement v. Fidelity Roof Co. (1997) 60 Cal.App.4th 411, 420 [70 Cal.Rptr.2d 465, 471], the court discussed the timing of a notice of completion on a public works case stating, "[t]us, in order to invoke the statute of limitations period corresponding to the recording of a notice of completion, the notice of completion must be valid and, therefore, must be recorded within 10 days of the project's completion. Here, the time for recording a valid notice of completion is long past and any reliance on the need to record a "notice of completion" is misplaced and of no legal relevance. Consequently, retention is long overdue.

Your April 25, 2012 letter refers to "notice" from my client's "subcontractors that they have been fully paid for the work they performed for the restroom project." An owner is allowed to request a waiver and release form executed by a subcontractor or material supplier of the general contractor. California Civil Code section 3262. The content of these forms is dictated by the legislature. Attached are waiver and release forms executed by all subcontractors and material suppliers of Feather River Materials, Inc.

Your April 25, 2012 letter refers to "patch work." Presumably, this refers to concrete work. On March 9, 2012, all concrete work was inspected by the CASp inspector and passed. If the specifications define concrete floor flatness, please so advise me. Otherwise, small "birdbaths" in concrete are normal. The construction industry standard is functionality not aesthetic perfection. Unless something has changed since February 8, 2012, I must rely on the words of your own construction management company project supervisor, Kevin Nolan, who concluded the project was completed.

Finally, you state in your letter that "asphalt was damaged during construction and has not been repaired." What area is damaged and is it true damage or is it the result of a subsequent drainage design change. Please clarify.

Finally, your letter of May 3, 2012 mentions costs to repair "concrete railing work mentioned in the letter to FRM dated April 25, 2012." I did not see any mention of, "concrete railing work" in your letter to Feather River Materials dated April 25, 2012." It appears from the Impact Construction proposals included with your May 3, 2012 letter that you intend to remove and replace the landings and ramps for both the modular bathroom and the Gym. Nothing in the quotes indicates the repair or replacement of defective work. Common sense dictates that if there were such a substantial defect in workmanship, the CASp inspector as well as Kevin Nolan would have never signed off on the project. This leads me to the logical conclusion that the school district is improperly attempting to shift the cost burden of subsequent design changes onto this contractor.

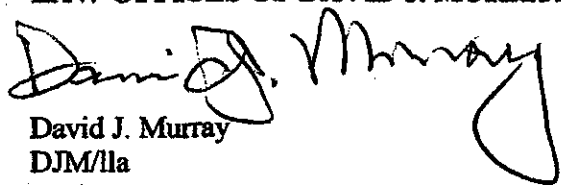
Be advised there are severe penalties for failure to timely pay retention when due. California Public Contract Code § 7107(f) states, "[i]n the event that retention payments are not made within the time periods required by this section, the public entity... withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs."

Feather River Materials like any business, simply cannot afford to expend time and money without timely reimbursement. If you fail to pay retention within ten (10) days from the date of this letter, my client will have no alternative but to enforce its legal rights and recover damages as allowed by law. My client will not ignore this debt. This letter is sent to you as a courtesy to give you the opportunity to pay the amount due without the embarrassment and expense of litigation or harm to the school district reputation.

I look forward to hearing from you soon.

Sincerely,

LAW OFFICES OF DAVID J. MURRAY

A handwritten signature in black ink, appearing to read "David J. Murray". The signature is written in a cursive style with a large, prominent loop at the end of the word "Murray".

David J. Murray
DJM/lla
Enclosures

Cc: client

5/22/12

Gmail - Letter of Completion

896-1176



Letter of Completion

FEATHER RIVER MATERIALS <[redacted]> Tue, Feb 7, 2012 at 11:15 AM
To: Kevin Nolen <[redacted]>, Stan Hardeman <shardeman@spjUSD.org>, Karen Copsey <[redacted]>, Craig McHenry <[redacted]>

Kevin,

Please see attached request for completion of Loyalton Middle School.

- Caroline
Feather River Materials Inc.
[redacted]

letter of correction.pdf
485K

D. Kevin Nolen <[redacted]> Wed, Feb 8, 2012 at 8:35 PM
To: **FEATHER RIVER MATERIALS** <[redacted]>, Stan Hardeman <shardeman@spjUSD.org>, Karen Copsey <[redacted]>, Craig McHenry <[redacted]>
Cc: Rose Asquith <rasquith@spjUSD.org>

Yes, I met with Vinny and reviewed the last punchlist we provided. FRM has completed this work and all other future items shall be treated as warranty issues as is typical.

We cannot file a Notice of Completion until the project has been signed-off by the County. The parking, signage, and striping are pending.

In the mean time, please provide a final billing for review.

Thanks,



D. Kevin Nolen

CRM Group

Construction Resource Management Group

Project Management

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check(s) from Feather River Material
in the sum of \$1245⁵³, payable to Black Bart and when check
has been properly endorsed and has been paid by the bank upon which it is drawn, this
document shall become effective to release any mechanic's lien, stop notice, or bond
right the undersigned has on the job of Loyalton School located at
Loyalton Ca.

This release shall be effective for all periods prior to 6-5-12.
This release covers the payment for the above amount to the undersigned for all labor,
services, equipment or materials furnished on the job. Except for disputed claims for
additional work in the amount of \$ 0. Before any recipient of this document
relies on it, the party should verify evidence of payment to the undersigned.

Date: 6-5-12


Cy P Smith
C.E.O.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check(s) from Feather River Materials, Inc., in the sum of \$992.37, payable to Current Electric and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Loyalton Middle School located at School St, Loyalton, Ca.

This release shall be effective for all periods prior to 6/7/2012. This release covers the payment for the above amount to the undersigned for all labor, services, equipment or materials furnished on the job. Except for disputed claims for additional work in the amount of \$ 0. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Date: 6/7/12
Current Electric


President