

# Gold Trail Union School District



**District Office**  
1575 Old Ranch Road  
Placerville, CA 95667  
1.530.626.3194  
Fax 1.530.626.3199  
Scott Lyons  
*Superintendent*

**Board of Trustees**  
Janet Barbieri  
*President*  
Micah Howser  
*Clerk*  
Julie Bauer  
Sue Hennike  
Daryl Lander

**Sutter's Mill School (K-3)**  
4801 Luneman Road  
Placerville, CA 95667  
1.530.626.2591  
Fax 1.530.626.3199  
Scott Lyons  
*Superintendent/Principal*

**Gold Trail School (4-8)**  
889 Cold Springs Road  
Placerville, CA 95667  
1.530.626.2595  
Fax 1.530.626.3289  
Boyd Holler  
*Principal*






## **BOARD OF TRUSTEES** **Regular and Closed Session Meeting** **Thursday, November 8, 2018** **Gold Trail School** **Agenda**

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Scott Lyons, at (530) 626-3194 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

**6:00 P.M.**

**OPENING BUSINESS**

### **1. CALL TO ORDER**

 J. Barbieri, President  
 M. Howser, Clerk  
 J. Bauer, Member  
 S. Hennike, Member  
 D. Lander, Member

### **2. PUBLIC SESSION**

#### **.1 Flag Salute**

### **3. ACTION ITEM: Adoption of Agenda**

The Board will review the agenda prior to adoption, taking this opportunity to re-sequence or table agenda topics.

### **4. OPEN HEARING**

Members of the public are encouraged to address the Board concerning any item on the agenda either before or during the Board's consideration of the item. Under the Brown Act and open meeting laws, members of the public shall also be given an opportunity to address the Board on any item of interest that is not on the agenda but within the subject matter jurisdiction of the Board. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. Members of the community may address the Board at this time. (*Education Code 35145.5, Government Code 54952/54954.3, Board Bylaw 9323*)

<b>PUBLIC HEARING/NOTICE</b>
------------------------------

**5. PUBLIC HEARING**

**Resolution 2018-19:11-01**

**Making Determinations Pursuant to Government Code Section 4217.12 et seq., Approving an Energy Services Agreement and Related Documents, Finding the Project Exempt Under the California Environmental Quality Act, and Authorizing the Superintendent or His Designee to Execute the Agreement and Take Other Required or Appropriate Actions**

Pursuant to taking action on Item 12 of this agenda, the Board will hold a public hearing and may adopt a resolution seeing forth findings required by Government Code section 4217.12 regarding anticipated energy cost savings and other benefits from entering into an energy service contract for the procurement and installation of heating, ventilation and air-conditioning equipment and other energy efficiency retrofitting at certain district sites designated therein. The Board will receive public comment at this time.

<b>INTRODUCTIONS</b>
----------------------

**6. Introduction of New Employees**

The Board will welcome the following new employee:  
Laura Gavalya, Transportation Supervisor

<b>REPORTS</b>
----------------

**7. REPORT: Student Council**

J. Kaldunski, President, will report on Council activities

**8. REPORT: Parent Teacher Organization**

K. Romney, President, will report on Organization activities.

**9. REPORT: Gold Trail Federation of Educators**

D. Matyac, President, will report on Federation activities.

**10. REPORT: 2018-19 Inter-District Transfers**

S. Lyons, Superintendent, will report on current inter-district enrollment.

**11. CONSENT**

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. (*BB 9322*)

**.1 Meeting Minutes (*Board Bylaw 9324*)**

**Regular Meeting of October 11, 2018**

The Board will take action to approve the Minutes.

**.2 Warrants (*Board Policy 3314*)**

The Board will take action to approve the expenditures.

**.3 Personnel**

***Hiring***

A. Butler, Coach: Spelling Bee (1-2), effective 2018-19 School Year

L. Gavalya, Transportation Supervisor, 6.0 hours/day, effective December 1, 2018

E. Quijada, Coach: Boys Basketball (8<sup>th</sup>), effective 2018-19 School Year

K. Synder, Coach: Boys Basketball (7<sup>th</sup>), effective 2018-19 School Year

**Resignation**

E. Davis, Bus Driver (4.5 hours/day), effective November 14, 2018

E. Davis, Playground Monitor (2.75 hours/day), effective November 14, 2018

E. Davis, Courier (0.75 hours/day), effective November 14, 2018

The Board will take action to approve the personnel activity.

**.4 2018-19 Teacher:Administration Ratio**

The Board will approve the annual calculation. (*Education Code 41402*)

**.5 2018-19 Teacher Assignment**

The Board will approve the teaching assignments for the 2018-19 school year.

(*Education Code 44258.9*)

**.6 Annual Organizational Meeting**

The Board will set the date and time of its Annual Organizational Meeting.

(*Education Codes 351430 & 5017*)

**.7 Athletic Team Coach Certification**

The Board will certify the report stating that requirements of the California Code of Regulations, Title 5, section 5593, have been met.

<b>ACTION</b>
---------------

12. **ACTION: Resolution 2018-19:11-01**  
**Making Determinations Pursuant to Government Code Section 4217.12 et seq., Approving an Energy Services Agreement and Related Documents, Finding the Project Exempt Under the California Environmental Quality Act, and Authorizing the Superintendent or His Designee to Execute the Agreement and Take Other Required or Appropriate Actions**  
The Board will adopt the Resolution.
13. **ACTION: Call for Nominations for CSBA Delegate Assembly**  
The Board may nominate candidates for subject positions.

<b>DISCUSSION</b>
-------------------

14. **DISCUSSION: Administrative Reports**  
S. Lyons will report on activities relevant to District and Sutter's Mill School site business.  
B. Holler will report on activities relevant to Gold Trail School site business.  
A. Harte will be available to answer question relevant to financial business.  
Board members will report on activities relevant to District business.

<b>CLOSED SESSION</b>
-----------------------

15. **CLOSED SESSION OPEN HEARING**  
Members of the public may take this opportunity to comment on Closed Session agenda items.
16. **CLOSED SESSION**  
The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, superintendent  
**.1 CONFERENCE WITH LABOR NEGOTIATORS** (*Government Code Section 54957.6*)  
The Board will give direction regarding employee bargaining issues with the Gold Trail Federation of Educators and discussion with other non-represented employee groups.

<b>RECONVENE PUBLIC SESSION</b>
---------------------------------

17. **RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE**  
Any action taken during Closed Session will be disclosed at this time. Public action necessitated by Closed Session deliberations will also be disclosed at this time.



**18. FUTURE REGULAR MEETING SCHEDULE**

**Date: Thursday, December 13, 2018      Time: 6:00 p.m.      Location: Gold Trail School Library**

Agenda Items for that meeting may include but are not limited to:

Board Organizational Meeting  
Board Policies, Administrative Regulations and Board Bylaws  
Comprehensive School Safety Plan  
Review of District Vision, if applicable  
First Interim Financial Report  
Review of Board and Superintendent Protocols  
Transportation Report

*Requests may be made at this time for items to be placed on a future agenda.*

**ADJOURNMENT**

**PUBLIC INSPECTION**

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located in the Sutter's Mill School Administration building, 4801 Luneman Road, Placerville, California, during normal business hours. In addition, such writings and documents will be posted on the District's website, [www.gtusd.org](http://www.gtusd.org). Agendas will be posted at:

**Gold Trail School**  
880 Cold Springs Road  
Placerville, CA. 95667






**Sutter's Mill School/District Office**  
4801 Luneman Road  
Placerville, CA. 95667

**And E-mailed to every district family and staff**

**AGENDA ITEM**

**OPENING BUSINESS**

**1.0 CALL TO ORDER**

-  J. Barbieri, President
-  M. Howser, Clerk
-  J. Bauer, Member
-  S. Hennike, Member
-  D. Lander, Member

**2.0 PUBLIC SESSION**

**.1 Flag Salute**

**3.0 ACTION ITEM: Adoption of Agenda**

This item is provided as an opportunity for trustees, through consensus, to re-sequence or table agenda topics.

<b>ACTION</b>	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser</i>

**4.0 OPEN HEARING**

Under the Brown Act and open meeting laws, members of the community wishing to address an item on the agenda may do so at this time or for action items, when they come before the Board. Items not on the agenda, but within jurisdiction of this body, may be addressed at this time or be submitted to the Superintendent in writing for Board consideration as an agenda item. Items not on the agenda, which are expressed in person before this Board without written request, are restricted in response and action by the Board and its members. A three-minute limit is set for each speaker on all such items. (*Board Bylaws 9323/Government Code 54952*)

<b>PUBLIC HEARING</b>
-----------------------

**5. PUBLIC HEARING: Resolution 2018-19:11-01**

**Making Determinations Pursuant to Government Code Section 4217.12 et seq.,  
Approving an Energy Services Agreement and Related Documents, Finding the Project  
Exempt Under the California Environmental Quality Act, and Authorizing the  
Superintendent or His Designee to Execute the Agreement and Take Other Required or  
Appropriate Actions**

Pursuant to taking action on Item 12 of this agenda, the Board will hold a public hearing and may adopt a resolution seeing forth findings required by Government Code section 4217.12 regarding anticipated energy cost savings and other benefits from entering into an energy service contract for the procurement and installation of heating, ventilation and air-conditioning equipment and other energy efficiency retrofitting at certain district sites designated therein. The Board will receive public comment at this time.

<b>INTRODUCTIONS</b>
----------------------

**6. Introduction of New Employees**

The Board will welcome the following new employee:

Laura Gavalya, Transportation Supervisor

# Gold Trail Union School District



## Gold Trail Union School District

### PUBLIC NOTICE

**District Office**  
1575 Old Ranch Road  
Placerville, CA 95667  
1.530.626.3194  
Fax 1.530.626.3199  
Scott Lyons  
*Superintendent*

**Board of Trustees**  
Janet Barbieri  
*President*  
Micah Howser  
*Clerk*  
Julie Bauer  
Sue Hennike  
Daryl Lander

**Sutter's Mill School (K-3)**  
4801 Luneman Road  
Placerville, CA 95667  
1.530.626.2591  
Fax 1.530.626.3199  
Scott Lyons  
*Superintendent/Principal*

**Gold Trail School (4-8)**  
889 Cold Springs Road  
Placerville, CA 95667  
1.530.626.2595  
Fax 1.530.626.3289  
Boyd Holler  
*Principal*

**NOTICE IS HEREBY GIVEN** that on Thursday, November 8, 2018, at 6:00 p.m., or as soon thereafter as practicable, at a regularly scheduled public meeting of the Board of Trustees of the Gold Trail Union Elementary School District, which will be held at Gold Trail Elementary School library at 889 Cold Springs Road, Placerville, CA 95667, the Board will hold a public hearing on and may adopt a resolution setting forth findings required by Government Code section 4217.12 regarding anticipated energy cost savings and other benefits from entering into an energy service contract for the procurement and installation of heating, ventilation and air-conditioning equipment and other energy efficiency retrofitting at certain District sites designated therein. The resolution, agreements, and supporting documents will be on the Board's regular public agenda for public comment and discussion. If you have any questions, you may contact Superintendent Scott Lyons at (530) 626-3194.

Scott Lyons, Superintendent  
Gold Trail Union Elementary School District

*An Equal Opportunity  
Employer*

<b>AGENDA ITEM 7</b> <b>REPORT: Student Council</b>
--

**BACKGROUND**

J. Kaldunski, President, will report on Council activities

**ATTACHMENTS**

➤ None

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed

**NOTES**

<b>AGENDA ITEM 8</b> <b>REPORT: Parent Teacher Organization</b>
--

**BACKGROUND**

K. Romney, President, will report on Organization activities.

**ATTACHMENTS**

- <https://gtusd.org/District/Department/5-Parent-Teacher-Organization>

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed

**NOTES**

<b>AGENDA ITEM 9</b> <b>REPORT: Gold Trail Federation of Educators</b>
---

**BACKGROUND**

D. Matyac, President, will report on Federation activities

**ATTACHMENTS**

➤ None

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed

**NOTES**

<b>AGENDA ITEM 10</b> <b>REPORT: 2018-19 Inter-District Transfers</b>
--

**BACKGROUND**

The Board of Trustees recognizes that parents/guardians of students who reside in one district may, for a variety of reasons, choose to enroll their child in a school in another district. California Ed Code sections 46600-46610 permits parents/guardians to request an inter-district transfer agreement. This agreement must be approved by both the student's original district of residence and the district to which the student seeks to transfer to before it becomes valid. The agreement may extend for a maximum of five consecutive years and may include terms or conditions. (*Board Policy 5117*) Scott Lyons, superintendent, will report on current inter-district enrollment.

**ATTACHMENTS**

- Current GTUSD Data (incoming and outgoing)
- Online county school district boundary map  
<http://edcapps.edcgov.us/maplibrary/html/ImageFiles/gi0071804.pdf>

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

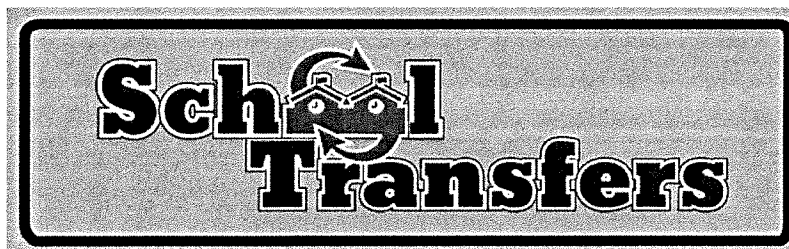


**Gold Trail Union School District  
INTERDISTRICT AGREEMENTS  
Fall 2018**

	Incoming Students	Outgoing Students	Gain/Loss
Amador County	1	0	1
Auburn	0	1	-1
Black Oak Mine	23	2	21
Buckeye	13	2	11
Camino	12	4	8
Elk Grove	3	0	3
Folsom/Cordova	1	3	-2
Gold Oak	14	0	14
Latrobe	0	1	-1
Mother Lode	39	9	30
Placerville	65	28	37
Pioneer	2	0	2
Pollock Pines	6	0	6
Rescue	19	12	7
San Juan	2	0	2
<b>Total</b>	<b>200</b>	<b>62</b>	<b>138</b>

Overall gain in student count:	138
GTUSD Total Enrollment:	661
Percentage students gained:	21%
All GTUSD Teaching FTEs:	33.05
Student:Teaching Staff Ratio:	20
Interdistrict Increase of FTEs:	6.9

Overall gain in student count:	138
Currently Funded LCAP*	\$8,168.00
Increased Revenue:	\$1,127,184.00
*Accurate at the time of publication.	



An interdistrict transfer/reciprocal agreement is when parents/guardians wish to register/admit/enroll their student(s) at a school other than the designated school that is in their attendance area **outside** of their district.

**AGENDA ITEM 11.0**

**Consent**

***President Script:***

***The following is the consent agenda. In accordance with law, the public has a right to comment on any consent item.***

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. (BB 9322)

- .1 Meeting Minutes (Board Bylaw 9324)**  
Regular Meeting of October 11, 2018
- .2 Warrants (Board Policy 3314)**
- .3 Personnel**  
***Hiring***  
 L. Gavalya, Transportation Supervisor, 6.0 hours/day, effective December 1, 2018  
 E. Quijada, Coach: Boys Basketball (8<sup>th</sup>), effective 2018-19 School Year  
 K. Synder, Coach: Boyd Basketball (7<sup>th</sup>), effective 2018-19 School Year
- .4 2018-19 Teacher:Administration Ratio**
- .5 2018-19 Teacher Assignment**
- .6 Annual Organizational Meeting**
- .7 Athletic Team Coach Certification**

***President Script:***

***Do any members of the audience wish to address or comment any of these items?***

**NOTES**

<i><b>ACTION</b></i>	<i>Moved</i>			<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>

*Gold Trail Union School District  
Supplemental Information  
Regular Meeting of the Board: November 8, 2018*

**AGENDA ITEM**

**Consent**

**11.1 Meeting Minutes** (*Board Bylaw 9324*)  
Regular Meeting of October 11, 2018

**BACKGROUND**

Minutes of prior Board meetings are included for review and approval.

**ATTACHMENTS**

- Minutes: Regular Meeting of October 11, 2018

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Approve the Minutes

**NOTES**

***If pulled from Consent***

<b><i>ACTION</i></b>		<i>Moved</i>		<i>Seconded</i>	
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>					
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>

# Gold Trail Union School District

## BOARD OF TRUSTEES

### Regular and Closed Session Meeting

Thursday, October 11, 2018

### OPEN AND CLOSED SESSION MINUTES



#### District Office

1575 Old Ranch Road  
Placerville, CA 95667  
1.530.626.3194  
Fax 1.530.626.3199  
Scott Lyons  
Superintendent

#### Board of Trustees

Janet Barbieri  
President  
Micah Howser  
Clerk  
Julie Bauer  
Sue Hennike  
Daryl Lander

#### Sutter's Mill School (K-3)

4801 Luneman Road  
Placerville, CA 95667  
1.530.626.2591  
Fax 1.530.626.3199  
Scott Lyons  
Superintendent/Principal

#### Gold Trail School (4-8)

889 Cold Springs Road  
Placerville, CA 95667  
1.530.626.2595  
Fax 1.530.626.3289  
Boyd Holler  
Principal

An Equal Opportunity  
Employer

#### 1. CALL TO ORDER

The meeting was called to order in the Gold Trail School Library by J. Barbieri, president, at 6:00 p.m.

Members present: J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

Members absent: None

#### 2. PUBLIC SESSION

J. Kaldunski, Student Council President, led the flag salute.

#### 3. ACTION ITEM: Adoption of Agenda

*MOTION WAS MADE by J. Bauer and duly seconded by D. Lander to adopt the agenda with no changes and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

#### 4. OPEN HEARING

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

#### 5. PUBLIC HEARING: Proposal by the Gold Trail Federation of Educators Certificated Employees for Negotiations with the District for the 2018-19 School Year

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing was held to sunshine and allow for public comment on the initial position of the Federation's proposal. The Board received no comments.

**6. PUBLIC HEARING: Proposal by the Gold Trail Federation of Educators Classified Employees for Negotiations with the District for the 2018-19 School Year**

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing was held to sunshine and allow for public comment on the initial position of the Federation's proposal. The Board received no comments.

**7. PUBLIC HEARING: Proposal by the District for Negotiations with the Gold Trail Federation of Educators Certificated Employees for the 2018-19 School Year**

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing was held to sunshine and allow for public comment on the initial position of the Federation's proposal. The Board received no comments.

**8. PUBLIC HEARING: Proposal by the District for Negotiations with the Gold Trail Federation of Educators Classified Employees for the 2018-19 School Year**

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing was held to sunshine and allow for public comment on the initial position of the Federation's proposal. The Board received no comments.

**9. REPORT: Student Council**

J. Kaldunski, President, reported on Council activities

**10. REPORT: Parent Teacher Organization**

K. Romney, President, reported on Organization activities.

**11. REPORT: Gold Trail Federation of Educators**

T. Aguilar, Vice President, reported on Federation activities.

**12. REPORT: Local Performance Indicators**

S. Lyons, Superintendent, reported on the means that the district is using to determine student progress in priority areas in the state accountability system.

**13. CONSENT ITEM**

- .1 **Meeting Minutes** (*Board Bylaw 9324*)  
**Regular Meeting of September 13, 2018**

- .2 **Warrants** (*Board Policy 3314*)

- .3 **Personnel**

**Hiring**

E Quijada, Athletic Coach, 7<sup>th</sup> grade football, effective 2018-19 school year

E Quijada, Athletic Coach, 8<sup>th</sup> grade football, effective 2018-19 school year

S. Zorn, Athletic Coach, Cross Country, effective 2018-19 school year

**Reclassification**

M Weekly, School Secretary, 7.0 hours per day, effective July 1, 2018

- .4 **Williams Act Uniform Complaint Procedures Quarterly Report**

- .5 **Job Description—Transportation Supervisor**

- .6 **Athletic Team Coach Certification**

- .7 **Developer Fees**

*MOTION WAS MADE by J. Barbieri and duly seconded by S. Hennike to adopt the agenda with no changes, and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**14. ACTION: Sunshine Proposal by the Gold Trail Federation of Educators Certificated Employees for Negotiations with the District for the 2018-19 School Year**

*Taking into consideration public comment, MOTION WAS MADE by J. Barbieri and duly seconded by J. Bauer to accept subject proposal, and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**15. ACTION: Sunshine Proposal by the Gold Trail Federation of Educators Classified Employees for Negotiations with the District for the 2018-19 School Year**

*Taking into consideration public comment, MOTION WAS MADE by S. Hennike and duly seconded by J. Bauer to accept subject proposal, and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**16. ACTION: Sunshine Proposal by the District for Negotiations with the Gold Trail Federation of Educators Certificated Employees for the 2018-19 School Year**

*Taking into consideration public comment, MOTION WAS MADE by J. Barbieri and duly seconded by J. Bauer to accept subject proposal, and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**17. ACTION: Sunshine Proposal by the District for Negotiations with the Gold Trail Federation of Educators Classified Employees for the 2018-19 School Year**

*Taking into consideration public comment, MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander to accept subject proposal, and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**18. ACTION ITEM: District Goals Review**

*MOTION WAS MADE by M. Howser and duly seconded by D. Lander to adopt the amended goals; by striking the word 'encourage' from Goal 5 to read*

*Maintain and continuously update technology systems that improve access and encourage use by staff, students and community*  
*and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**19. ACTION ITEM: Budget Development and Adoption Process**

*MOTION WAS MADE by J. Barbieri and duly seconded by J. Bauer to continue the District process currently being implemented, and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**20. ACTION: Resolution 2018-19:10-01: Authorization to Submit Rural School Bus Pilot Project Application, Part B**

*MOTION WAS MADE by J. Bauer and duly seconded by D. Lander to adopt the Resolution, and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

**21. DISCUSSION ITEM: Administrative Reports**

The Board members and administration reported on District activities.

**22. CLOSED SESSION OPEN HEARING**

The Board Clerk solicited comments on closed session agenda items in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

**23. CLOSED SESSION**

**.1 CONFERENCE WITH LABOR NEGOTIATORS** (*Government Code Section 54957.6*)

The Board adjourned to Closed Session at 6:52 p.m.

Closed session attendants: Board members, S. Lyons, B. Holler and A. Harte

**24. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE**

The Board reconvened Public Session at 7:14 p.m. The Board took no action.

## 25. FUTURE REGULAR MEETING SCHEDULE

**Date:** Thursday, November 8, 2018      **Time:** 6:00 p.m.      **Location:** Gold Trail School Library

Agenda Items for that meeting may include but are not limited to:

Board Policies, Administrative Regulations and Board Bylaws Updates

Call for Nominations CSBA Delegate Assembly (Annual)

Inter-District Report (Annual)

Teacher Administrator Ratio (Annual)

Teacher Assignment Report (Annual)

*Requests may be made at this time for items to be placed on a future agenda.*

There being no further business to come before the Board,

*MOTION WAS MADE by M. Howser and duly seconded by J. Bauer to adjourn the meeting at 7:15 p.m., and the vote was as follows:*

*AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser, and D. Lander*

*NOES: None*

*ABSENCES: None*

*ABSTENSIONS: None*

*MOTION CARRIED*

---

J. Barbieri, President

---

S. Lyons, Secretary



<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**11.2 Warrants** (*Board Policy 3314*)

**BACKGROUND**

The warrants are included for Board review and approval.

**ATTACHMENTS**

➤ Warrants

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

All warrants are within the adopted budget and/or approved expenditures

**RECOMMENDATION**

Approve the expenditures

**NOTES**

***If pulled from Consent***

<b><i>ACTION</i></b>	<b><i>Moved</i></b>	<b><i>Seconded</i></b>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>



DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
80612892	008233/	AMERICAN FIDELITY ASSURANCE														
		PV-190122	01-0000-0-9582-0000-0000-0000-00-000										8810386	OCTOBER 2018		1,623.68 \$1,623.68
80612893	007568/	AMERICAN FIDELITY ASSURANCE CO														
		PV-190121	01-0000-0-9582-0000-0000-0000-00-000										1736126	OCTOBER 2018		416.66 \$416.66
80612894	000623/	ARNOLDS FOR AWARDS														
		PV-190123	01-0000-0-4300-1110-1000-003-0000-00-000										82698	DOCENT NAME BADGES		217.14 \$217.14
		AT&T														
		PV-190120	01-0000-0-5901-0000-2700-003-1210-00-000										11987996	GT		14.97
			01-0000-0-5901-0000-7200-000-1210-00-000										11987995	D O		56.10 \$71.07
80612896	100912/	BANK OF AMERICA														
		PV-190124	01-0000-0-4300-0000-2700-002-0000-00-000											SM STUDENT INCENTIVES		51.44
			01-0000-0-4300-0000-2700-002-0000-00-000											SM OFFICE SUPPLIES		44.59
			01-0000-0-4300-0000-2700-002-0000-00-000											SM TEACHER RESOURCE		15.15
			01-0000-0-4300-0000-2700-003-0000-00-000											GT OFFICE SUPPLIES		125.11
			01-0000-0-4300-0000-2700-003-0000-00-000											GT PRINTER CARTRIDGES		96.58
			01-0000-0-4300-0000-3600-000-0000-00-000											TRANSPORTATION SUPPLIES		32.52
			01-0000-0-4300-0000-7100-000-0000-00-000											BOARD SUPPLY/BTS MEETINGS		42.75
			01-0000-0-4300-0000-7200-000-0000-00-000											D O SUPPLIES		8.66
			01-0000-0-4300-0000-8100-002-0000-00-000											SM MAINTENANCE SUPPLIES		300.43
			01-0000-0-4300-0000-8100-002-0000-00-000											SM BOYS' RESTROOM REPAIRS		53.84
			01-0000-0-4300-0000-8100-002-0000-00-000											SM GOLF CART SUPPLIES		27.43
			01-0000-0-4300-0000-8100-003-0000-00-000											GT MAINTENANCE SUPPLIES		99.88

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
			01-0000-0-4300-1110-1000-0000-00-000												GT FIELD STRIPING PAINT - ASB	56.23
			01-0000-0-4300-1110-1000-002-0300-47-000												DUKES/MATYAC FILE POCKETS	205.86
			01-0000-0-4300-1110-1000-002-0300-60-000												BRAITHWAITE CLSRM SUPPLIES	11.91
			01-0000-0-4300-1110-1000-002-0300-61-000												WAGNER FILE POCKETS	34.31
			01-0000-0-4300-1110-1000-002-0300-73-000												SWANEY CLSRM SUPPLIES	11.91
			01-0000-0-4300-1110-1000-003-1210-00-000												GT PROJECTOR CABLES	178.83
			01-0000-0-4370-0000-8100-000-0000-00-000												MAINTENANCE TRUCK FUEL	65.00
			01-0000-0-4370-0000-8100-000-0000-00-000												MAINTENANCE FUEL	86.44
			01-0000-0-4370-0000-8100-000-0000-00-000												MAINTENANCE TRUCK FUEL	164.76
			01-0000-0-4400-0000-8100-003-0462-00-000												GT RESTROOM REMODEL	126.23
			01-0000-0-4400-1110-1000-002-1210-00-000												BRANDT CLSRM PRINTER	268.11
			01-0000-0-5210-0000-8100-000-0000-00-000												BTS MAINTENANCE MEETING	90.00
			01-0000-0-6200-0000-8500-002-0458-00-000												SM EXTERIOR BLDG REPAIRS	284.90
			01-0000-0-6200-0000-8500-002-0458-00-000												SM EXTERIOR BLDG REPAIRS	1,044.25
			01-0000-0-6200-0000-8500-002-0458-00-000												SM EXTERIOR BLDG REPAIRS	691.59
			01-0600-0-4300-0000-2420-003-1205-00-000												GT SCHOOL LIBRARY MAGAZINES	161.29
			01-1100-0-4300-1110-1000-002-0000-00-000												SM CLASSROOM SUPPLIES	32.15
			01-1100-0-4300-1110-1000-003-0000-00-000												GT SPANISH CLASSROOM NOVEL	21.00
			01-6300-0-4100-1110-1000-003-0000-00-000												TCI GT SOCIAL STUDIES CURRIC	80.08
			01-6512-0-4300-5770-1120-000-0000-00-000												COUNS WHITE NOISE MACHINE	17.79
			13-5310-0-4300-0000-3700-000-0000-00-000												CAFE SUPPLIES	10.99
															WARRANT TOTAL	\$4,542.01

80612897 101822/

BENCHMARK EDUCATION COMPANY

195003 PO-190003 1. 01-6300-0-4100-1110-1000-002-0000-00-000

356108 GR 1 ELA CURRICULUM

302.45



DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD RESC Y	OBJT GOAL	DEPOSIT TYPE FUNC LC1	LOC2 L3	SCH	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
80612906	011529/	THE DANIELSEN CO									
	195028	PO-190028	1.	13-5310-0-4700-0000-3700-000-0800-00-000				176973	LUNCH FOOD		985.90
	195028		1.	13-5310-0-4700-0000-3700-000-0800-00-000				174569	LUNCH FOOD		1,330.53
	195028		2.	13-5310-0-4700-0000-3700-000-0801-00-000				176973	BREAKFAST FOOD		394.76
	195028		2.	13-5310-0-4700-0000-3700-000-0801-00-000				174569	BREAKFAST FOOD		406.21
	195028		3.	13-5310-0-4700-0000-3700-000-0802-00-000				176973	ALA CARTE FOOD		16.56
	195028		3.	13-5310-0-4700-0000-3700-000-0802-00-000				174569	ALA CARTE FOOD		79.28
				WARRANT TOTAL							\$3,213.24
80612907	100999/	DAWSON OIL COMPANY									
	195035	PO-190035	1.	01-0000-0-4370-0000-3600-000-0000-00-000				73191	BUS FUEL SEP 2018		2,035.17
				WARRANT TOTAL							\$2,035.17
80612908	101618/	DE LAGE LANDEN									
	195027	PO-190027	1.	01-1100-0-5600-1110-1000-003-1210-00-000				60801818	GT COPIER LEASE		157.66
		PV-190130		01-0000-0-4300-0000-2700-003-0000-00-000				60801818	GT COPIER		7.89
				WARRANT TOTAL							\$165.55
80612909	005954/	DEPARTMENT OF JUSTICE									
		PV-190131		01-0000-0-5812-0000-7200-000-0000-00-000				329864	FINGERPRNTNG SEP 2018		47.00
		DMV									\$47.00
80612910	101972/										
		PV-190132		01-0000-0-9512-0000-0000-000-0000-00-000					USE TAX/FEES MAINTENANCE TRUCK		1,089.00
				WARRANT TOTAL							\$1,089.00
80612911	018676/	DNL ELECTRIC INC									
		PV-190133		01-8150-0-5600-0000-8100-003-0000-00-000				2968	GT LIGHT TIMER REPAIRS		265.51
				WARRANT TOTAL							\$265.51
80612912	101642/	MAUREEN DODSON									
		PV-190134		01-0000-0-5210-1110-1000-000-0000-00-000					MILEAGE SEPTEMBER 2018		62.78
				WARRANT TOTAL							\$62.78

DISTRICT: 005 Gold Trail Union School Dist  
 BATCH: 0008 GTUSD ACCOUNTS PAYABLE  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/23/2018

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA	NUM	DESCRIPTION	AMOUNT
80612913	076960/	EDUCATIONAL DATA SYSTEMS																	
		PV-190135		01-0000-0-4300-1110-1000-000-0000-00-000														101824756 EXCESS TST MATERIALS	27.43 \$27.43
80612914	008318/	EL DORADO COUNTY ENVIRONMENTAL																	
		PV-190129		13-5310-0-5800-0000-3700-003-0000-00-000														IN0106993 FA0000367 GT PERMIT	492.00 \$492.00
80612915	000126/	EL DORADO COUNTY OFFICE																	
		PV-190136		01-0000-0-5809-0000-3600-000-0000-00-000														190135 RNDM DRG TST AUG '18	36.12 \$36.12
80612916	000738/	EL DORADO DISPOSAL																	
		PV-190137		01-0000-0-5560-0000-8100-002-0000-00-000														172944137 SM	727.35
				01-0000-0-5560-0000-8100-003-0000-00-000														172944116' GT	842.19 \$1,569.54
80612917	100422/	SUE FADEL																	
		PV-190138		01-6500-0-5210-5770-1120-000-0000-00-000														MILEAGE SEPTEMBER 2018	65.40 \$65.40
80612918	101348/	DAN FARRELL																	
		PV-190141		01-0000-0-5809-0000-3600-000-0000-00-000														RENEW DRIVER'S LICENSE	45.00 \$45.00
80612919	101346/	FERRELLGAS																	
		PV-190139		01-0000-0-5530-0000-8100-002-0000-00-000														79837020 CR ON ACCOUNT	24.00-
				01-0000-0-5530-0000-8100-002-0000-00-000														4103037521 SM	816.13 \$792.13
80612920	006357/	FLYING ACE T-SHIRTS INC																	
		PV-190140		01-0000-0-4300-1110-1000-003-0201-00-000														8791 GT BAND SHIRTS	2,356.77 \$2,356.77
80612921	000761/	FOLLETT SCHOOL SOLUTIONS INC																	
				195060	PO-190060	1.	01-1100-0-4300-1110-1000-003-0600-00-000											306355F BATTLE OF THE BOOKS	557.30

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE[illegible]



DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD RESC Y	OBJT GOAL FUNC LCT LOC2 L3 SCH	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80612928	101430/	INFINITY COMMUNICATIONS						
	195024	PO-190024	1.	01-0000-0-5800-0000-7700-000-1210-00-000	WARRANT TOTAL		8355 YR 22 ERATE CONSULT	562.50 \$562.50
80612929	101087/	CARINA JACKSON						
	PV-190147		01-0000-0-4300-1110-1000-003-0300-76-000				CLASSROOM SUPPLIES	9.99
			01-0000-0-4300-1110-1000-003-0300-76-000				CLASSROOM SUPPLIES	102.89 \$112.88
			WARRANT TOTAL					
80612930	101691/	KERRY KOENIG						
	PV-190148		01-0000-0-4300-1110-1000-003-0300-78-000				CLASSROOM SUPPLIES	106.30 \$106.30
			WARRANT TOTAL					
80612931	012168/	SCOTT LYONS						
	PV-190149		01-0000-0-5210-0000-2700-002-0000-00-000				PRIN MILEAGE SEPTEMBER 2018	26.16
			01-0000-0-5210-0000-7100-000-0000-00-000				PRIN MILEAGE SEPTEMBER 2018	8.72 \$34.88
			WARRANT TOTAL					
80612932	100834/	MARGARET MOORE						
	PV-190150		01-0000-0-4300-0000-3140-000-0000-00-000				NURSE SUPPLIES	28.88 \$28.88
			WARRANT TOTAL					
80612933	003269/	SANDI MORGAN						
	PV-190151		01-0000-0-4300-1110-1000-003-0104-00-000				INDIAN/PIONEER DAY SUPPLIES	107.94
			01-0000-0-4300-1110-1000-003-0104-00-000				PETALUMA FT SUPPLIES	393.35
			01-0000-0-4300-1110-1000-003-0300-74-000				CLASSROOM SUPPLIES	127.50 \$628.79
			WARRANT TOTAL					
80612934	000388/	MOUNTAIN DEMOCRAT						
	PV-190152		01-0000-0-4300-0000-7100-000-0000-00-000				TRANSP SUPRVSR EMPLOYMENT AD	78.00 \$78.00
			WARRANT TOTAL					
80612935	101623/	KATY MULLIGAN						
	PV-190153		01-0000-0-4300-1110-1000-003-0300-71-000				CLASSROOM SUPPLIES	226.20 \$226.20
			WARRANT TOTAL					

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA	NUM	ACCOUNT	DESCRIPTION	AMOUNT
80612936	009356/	OFFICE DEPOT																	
		PO-013019		1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-80	-000		189467879001		YATES CLS SUPPLY	114.18
		PO-193009		1.	01	-0000	-0	-4300	-1110	-1000	-002	-0000	-00	-000		181845876001		SM CLSRM SUPPLIES	136.49
		PO-193011		1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-75	-000		181517176001		HORNSBY CLS SUPPL	138.50
		PO-193012		1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-74	-000		181444711001		MORGAN CLS SUPPLY	182.55
		PO-193013		1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-80	-000		186040425001		YATES CLS SUPPLY	159.45
				1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-80	-000		186039531001		YATES CLS SUPPLY	119.37
				1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-80	-000		192874840001		YATES CLS SUPPLY	1.43-
		PO-193014		1.	01	-0000	-0	-4300	-1110	-1000	-002	-0300	-57	-000		186108789001		ZORN CLS SUPPLY	11.80
				1.	01	-0000	-0	-4300	-1110	-1000	-002	-0300	-57	-000		186108788001		ZORN CLS SUPPLY	44.63
				1.	01	-0000	-0	-4300	-1110	-1000	-002	-0300	-57	-000		186108416001		ZORN CLS SUPPLY	15.62
		PO-193015		1.	01	-0000	-0	-4300	-0000	-2700	-002	-0000	-00	-000		186977564001		SM OFC SUPPLY	5.49
				1.	01	-0000	-0	-4300	-0000	-2700	-002	-0000	-00	-000		186977563001		SM OFC SUPPLY	55.97
				1.	01	-0000	-0	-4300	-0000	-2700	-002	-0000	-00	-000		186975749001		SM OFC SUPPLY	15.62
		PO-193016		1.	01	-0000	-0	-4300	-0000	-7200	-000	-0000	-00	-000		187190653001		D O SUPPLY	40.23
				2.	13	-5310	-0	-4300	-0000	-3700	-000	-0000	-00	-000		187190653001		CAFE SUPPLIES	12.34
		PO-193017		1.	01	-0000	-0	-4300	-1110	-1000	-000	-0000	-00	-000		189224258001		DIST PAPER	46.56
				1.	01	-0000	-0	-4300	-1110	-1000	-000	-0000	-00	-000		189884258002		DIST PAPER	118.86
		PO-193020		1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-54	-000		191492579001		EDNEY CLS SUPPLY	29.71
				1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-54	-000		191492578001		EDNEY CLS SUPPLY	15.22
				1.	01	-0000	-0	-4300	-1110	-1000	-003	-0300	-54	-000		191491564001		EDNEY CLS SUPPLY	228.03
		PO-193022		1.	01	-0000	-0	-4300	-1110	-1000	-000	-0000	-00	-000		192441032002		DIST PAPER	59.43
				1.	01	-0000	-0	-4300	-1110	-1000	-000	-0000	-00	-000		192441032001		DIST PAPER	164.50
		PO-193024		1.	01	-0000	-0	-4300	-1110	-1000	-002	-0300	-57	-000		196917660001		ZORN CLS SUPPLY	32.37

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT REQ#	VENDOR/ADDR REFERENCE	NAME (REMIT) LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT DESCRIPTION	AMOUNT
			1.	01-	0000-	0-4300-	1110-	1000-	002-	0300-	57-	000		196897754001 ZORN CLS SUPPLY	101.69
		PO-193025	1.	01-	0000-	0-4300-	1110-	1000-	003-	0300-	80-	000		198112760001 YATES CLS SUPPLY	60.68
		PO-193026	1.	01-	0000-	0-4300-	1110-	1000-	003-	0300-	70-	000		198368961001 LULLA CLS SUPPLY	237.04
		PO-193031	1.	01-	0000-	0-4300-	0000-	2700-	003-	0000-	00-	000		199688618001 GT OFC SUPPLY	58.88
		PO-193032	1.	01-	0000-	0-4300-	1110-	1000-	003-	0300-	77-	000		200564334001 CANFIELD CLS SUPP	115.08
			1.	01-	0000-	0-4300-	1110-	1000-	003-	0300-	77-	000		200564334001 CANFIELD CLS SUPP	6.48
		PO-193033	1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		185077315002 D O SUPPLIES	43.84
			1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		185077315001 D O SUPPLIES	6.67
			1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		185116287001 D O SUPPLIES	7.46
			1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		202208701001 D O SUPPLIES	10.44
			1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		202208700001 D O SUPPLIES	6.67
			1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		202208507001 D O SUPPLIES	43.84
		PO-193035	1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		202206225001 D O SUPPLIES	6.28
			1.	01-	0000-	0-4300-	1110-	1000-	000-	0000-	00-	000		203078430001 DISTRICT PAPER	287.95
			1.	01-	0000-	0-4300-	1110-	1000-	000-	0000-	00-	000		203077338001 DISTRICT PAPER	295.09
		PO-193036	1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		205530135001 D O SUPPLIES	23.98
			1.	01-	0000-	0-4300-	0000-	7200-	000-	0000-	00-	000		205528775001 D O SUPPLIES	71.62
		PV-190154	13-	5310-	0-4300-	0000-	3700-	000-	0000-	00-	000			182903346001 CAFE ID CARDS	23.57
															\$3,152.75
80612937	000534/	THE PAINT SPOT INC													
		PV-190155	01-	0000-	0-6200-	0000-	8500-	002-	0458-	00-	000			148697 SM EXT BLDG REPAIRS	10.71
			01-	0000-	0-6200-	0000-	8500-	002-	0458-	00-	000			148950 AM EXT BLDG REPAIRS	217.09
															\$227.80
80612938	004699/	J W PEPPER & SON INC													
		PV-190156	01-	0000-	0-4300-	1110-	1000-	003-	0201-	00-	000			13779093 GT MUSIC	43.26

APY250 L-00.05

APY250 L.00.05

DISTRICT: 005 Gold Trail Union School Dist  
 BATCH: 0008 GTUSD ACCOUNTS PAYABLE

EL DORADO COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/23/2018

10/23/18 PAGE 10

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM
	REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC LC1	LOC2 L3 SCH	DESCRIPTION
					AMOUNT

01-0000-0-4300-1110-1000-003-0201-00-000	13782055	GT MUSIC	64.89
WARRANT TOTAL			\$108.15

80612939	077441/	PLACERVILLE GROCERY OUTLET			
195031	PO-190031	1. 13-5310-0-4700-0000-3700-000-0800-00-000	LUNCH FOOD	212.52	
195031		2. 13-5310-0-4700-0000-3700-000-0801-00-000	BREAKFAST FOOD	100.95	
		WARRANT TOTAL		\$313.47	

80612940	100364/	PLACERVILLE POLARIS INC			
		PV-190157	01-0000-0-4300-0000-8100-000-0000-00-0000	60831	WEEDEATER SUPPLIES
			WARRANT TOTAL		
					100.80
					\$100.80

80612941	101931/	PRODUCE EXPRESS	
195032	PO-190032	1. 13-5310-0-4700-0000-3700-000-0800-00-000	886924 LUNCH FOOD
			134.25

195032	1.	13-5310-0-4700-0000-3700-000-0800-00-000	879409	LUNCH FOOD	248.00
195032	1.	13-5310-0-4700-0000-3700-000-0800-00-000	886926	LUNCH FOOD	120.90
195032	1.	13-5310-0-4700-0000-3700-000-0800-00-000	879410	LUNCH FOOD	244.80
		WARRANT TOTAL			\$747.95

80612942	101468/	PROTECH PROJECTION SYSTEMS INC			
	195076	PO-190076	1.	01-0000-0-4400-1110-1000-003-1210-00-000	
				WARRANT TOTAL	
				15233 DOCUMENT CAMERAS	623.00
					\$623.00

80612943	100735/	RIEBES AUTO PARTS			
		PV-190158	01-0000-0-4300-0000-8100-000-00-000	127061 MAINT TRUCK SUPPLY	23.64
			WARRANT TOTAL		\$23.64

80612944	101970/	ROLLER KING SKATING CENTER
195079	PQ-190079	1. 01-0000-0-5835-1110-1000-002-0102-00-000 WARRANT TOTAL
		2ND GR STEM FT DEPOSIT
		100.00
		\$100.00

[illegible]

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA	NUM	ACCOUNT	DESCRIPTION	AMOUNT
80612946	000895/	SCHOOL SERVICES OF CALIFORNIA																	
	195036	PO-190036	1.	01-0000-0-5800-0000-7200-000-0000-00-000														0117565-IN BDGT SVCS SEP 2018	62.00
																			\$62.00
80612947	003679/	SCHOOLS INSURANCE AUTHORITY																	
	PV-190160	01-0000-0-5410-0000-7200-000-0000-00-000																PL2019-15 1/2 PROP/LIAB INS	15,525.50
		01-0000-0-5410-0000-7200-000-0000-00-000																SX2019-13 EXCS LIAB INS	639.00
		01-0000-0-9560-0000-0000-000-0000-00-000																WC2019-12 1/2 WRKRS COMP	31,781.50
																			\$47,946.00
80612948	101128/	SCHOOLS INSURANCE AUTHORITY																	
	PV-190161	01-0000-0-9587-0000-0000-000-0000-00-000																EMP VISION OCT 2018	1,624.86
		01-0000-0-9587-0000-0000-000-0000-00-000																RET VISION OCT 2018	523.26
																			\$2,148.12
80612949	101209/	SELF-INSURED SCHOOLS OF CALIF																	
	PV-190162	01-0000-0-9570-0000-0000-000-0000-00-000																EMP MEDICAL SEP 2018	64,579.00
		01-0000-0-9570-0000-0000-000-0000-00-000																RET MEDICAL SEP 2018	4,764.00
		01-0000-0-9586-0000-0000-000-0000-00-000																EMP DENTAL SEP 2018	6,670.00
		01-0000-0-9586-0000-0000-000-0000-00-000																RET DENTAL SEP 2018	1,872.00
																			\$77,885.00
80612950	003783/	SFS OF SACRAMENTO INC																	
	195033	PO-190033	1.	13-5310-0-4700-0000-3700-000-0800-00-000														131937948 LUNCH FOOD	725.05
	195033		2.	13-5310-0-4700-0000-3700-000-0801-00-000														131937948 BREAKFAST FOOD	535.17
	195033		3.	13-5310-0-4700-0000-3700-000-0802-00-000														131937948 ALA CARTE FOOD	42.69
																			\$1,302.91
80612951	023212/	SHELL FLEET MANAGEMENT																	
	PV-190163	01-0000-0-4370-0000-3600-000-0000-00-000																TRANSPORTATION FUEL	24.53
																			\$24.53
80612952	000365/	SIERRA NEVADA TIRE & WHEEL																	
	PV-190164	01-0000-0-5600-0000-8100-002-0000-00-000																469593 SM CART REPAIRS	431.71

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0008 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD RESC Y	OBJT GOAL FUNC LC1	LOC2 L3 SCH	ABA NUM DESCRIPTION	ACCOUNT NUM	DEPOSIT TYPE	AMOUNT
80612953	101394/	SIERRA WEST OFFICIALS ASSOC	01-0000-0-5600-0000-8100-003-0000-00-000	WARRANT TOTAL	469456 GT CART REPAIRS				45.00 \$476.71
		PV-190165	01-1100-0-5807-1110-4200-003-1206-00-000	WARRANT TOTAL	100918-GT FOOTBALL OFFICIATING				560.00 \$560.00
80612954	100580/	STAPLES ADVANTAGE	01-0000-0-4300-1110-1000-000-0000-00-000	WARRANT TOTAL	3360145403 DIST COLORED PAPER				14.22-
		PO-193021	01-0000-0-4300-1110-1000-000-0000-00-000	WARRANT TOTAL	3360145405 DIST COLORED PAPER				14.22-
			01-0000-0-4300-1110-1000-000-0000-00-000	WARRANT TOTAL	3360145406 DIST COLORED PAPER				4.74-
			01-0000-0-4300-1110-1000-000-0000-00-000	WARRANT TOTAL	3360145402 DIST COLORED PAPER				14.22-
			01-0000-0-4300-1110-1000-000-0000-00-000	WARRANT TOTAL	3387595216 DIST COLORED PAPER				1,238.74
			01-0000-0-4300-1110-1000-000-0000-00-000	WARRANT TOTAL	3388102329 DIST COLORED PAPER				261.58 \$1,452.92
80612955	101830/	TPX COMMUNICATIONS	01-0000-0-5901-0000-7200-000-1210-00-000	WARRANT TOTAL	109121140-0 PHONES				1,304.91
		PV-190166	01-0000-0-5901-0000-7700-000-1210-00-000	WARRANT TOTAL	109121140-0 FIBER				1,200.18 \$2,505.09
80612956	100981/	VERIZON WIRELESS	01-0000-0-5901-0000-2700-002-1210-00-000	WARRANT TOTAL	9815510599 SM				44.81
		PV-190168	01-0000-0-5901-0000-3140-000-1210-00-000	WARRANT TOTAL	9815510599 NURSE				89.62
			01-0000-0-5901-0000-8100-000-1210-00-000	WARRANT TOTAL	9815510599 MAINT				44.81 \$179.24
80612957	101027/	MICHELE WAGSTROM	01-0000-0-5210-0000-7200-000-0000-00-000	WARRANT TOTAL	MILEAGE SEPTEMBER 2018				56.68 \$56.68
		PV-190167	01-0000-0-5210-0000-7200-000-0000-00-000	WARRANT TOTAL					
80612958	101285/	MICKIE WEEKLY	01-4035-0-5200-0000-2700-003-0000-00-000	WARRANT TOTAL	PARKING/MILEAGE ARIES CONF				126.10
		PV-190169	01-4035-0-5200-0000-2700-003-0000-00-000	WARRANT TOTAL					



DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 0009 GTUSD ACCOUNTS PAYABLE

WARRANT REQ#	VENDOR/ADDR REFERENCE LN	NAME (REMIT) FD RESC Y OBJT GOAL FUNC LC1 LOG2 L3 SCH	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80613708	100912/	BANK OF AMERICA				
	PV-190171		01-0000-0-4300-0000-2700-002-0000-00-000		SM YARD DUTY SUPPLIES	27.98
			01-0000-0-4300-0000-2700-002-0000-00-000		SM OFFICE SUPPLIES	52.82
			01-0000-0-4300-0000-3140-000-0000-00-000		NURSE EYE CHARTS	134.00
			01-0000-0-4300-0000-3600-000-0000-00-000		TRANSPORTATION SUPPLIES	86.57
			01-0000-0-4300-0000-3600-000-0000-00-000		TRANSPORTATION SUPPLIES	66.16
			01-0000-0-4300-0000-3600-000-0000-00-000		TRANSP SUMP PUMP	138.56
			01-0000-0-4300-0000-3600-000-0000-00-000		TRANSP BUSINESS CARDS	16.21
			01-0000-0-4300-0000-7100-000-0000-00-000		AUDITOR SUPPLIES	40.95
			01-0000-0-4300-0000-7100-000-0000-00-000		DISASTER PREPARENESS MEETING	218.20
			01-0000-0-4300-0000-7100-000-0000-00-000		AUDITOR/BOARD SUPPLIES	116.34
			01-0000-0-4300-0000-7200-000-0000-00-000		D O FAX INK	240.60
			01-0000-0-4300-0000-8100-002-0000-00-000		SM FENCE REPAIRS	129.62
			01-0000-0-4300-0000-8100-003-0000-00-000		GT SPRINKLER SUPPLIES	25.27
			01-0000-0-4300-1110-1000-000-0000-00-000		PENNY DRIVE SUPPLIES	34.50
			01-0000-0-4300-1110-1000-000-0000-00-000		FIELD STRIPING PAINT-ASB REIMB	102.13
			01-0000-0-4300-1110-1000-003-1210-00-000		CABLES-GT PROJECTOR INSTALL	64.89
			01-0000-0-4370-0000-8100-000-0000-00-000		MAINTENANCE TRUCK FUEL	120.01
			01-0000-0-5600-0000-3600-000-0000-00-000		TRANSP CAR REPAIRS	29.88
			01-0000-0-5835-1110-1000-002-0101-00-000		1ST GR RR MUSEUM ENTRY FEES	285.00
			01-0000-0-5835-1110-1000-002-0102-00-000		2ND GR PUMPKIN FARM FT ENTRY	722.50
			01-0000-0-5902-0000-2700-000-0000-00-000		CERTIFIED POSTAGE	14.74
			01-0000-0-5902-0000-2700-000-0000-00-000		MAILING COSTS	15.50
			01-0000-0-6200-0000-8500-002-0458-00-000		SM EXTERIOR BLDG REPAIRS	454.88



DISTRICT: 005 Gold Trail Union School Dist  
 BATCH: 0009 GTUSD ACCOUNTS PAYABLE  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/29/2018

WARRANT REQ#	VENDOR/ADDR REFERENCE	NAME (REMIT) LN	FD RESC Y	OBJT GOAL	DEPOSIT TYPE FUNC LC1	ABA NUM LOC2 L3 SCH	ACCOUNT NUM DESCRIPTION	AMOUNT
-----								
		01-4035-0-5200-0000-2700-003-0000-00-000					GT PRINCIPAL CONF EXP	191.31
								\$3,328.62
WARRANT TOTAL								
80613709	000042/	CALIF DEPT OF TAX & FEE ADMIN						
	PV-190172	01-0000-0-9512-0000-0000-0000-00-000					101-282749 3RD QTR USE TAX	306.00
		01-0000-0-9512-0000-0000-0000-00-000					101-282749 3RD QTR ADJ	0.06
		01-1100-0-9512-0000-0000-0000-00-000					101-282749 3RD QTR USE TAX	3.12
		13-5310-0-9512-0000-0000-0000-00-000					101-282749 TAX ON CAFE SALES	45.82
								\$355.00
WARRANT TOTAL								
***	BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	2				TOTAL AMOUNT OF CHECKS:	\$3,683.62*
		TOTAL ACH GENERATED:	0				TOTAL AMOUNT OF ACH:	\$ .00*
		TOTAL EFT GENERATED:	0				TOTAL AMOUNT OF EFT:	\$ .00*
		TOTAL PAYMENTS:	2				TOTAL AMOUNT:	\$3,683.62*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	2				TOTAL AMOUNT OF CHECKS:	\$3,683.62*
		TOTAL ACH GENERATED:	0				TOTAL AMOUNT OF ACH:	\$ .00*
		TOTAL EFT GENERATED:	0				TOTAL AMOUNT OF EFT:	\$ .00*
		TOTAL PAYMENTS:	2				TOTAL AMOUNT:	\$3,683.62*

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

### 11.3 Personnel

#### BACKGROUND

##### Personnel

##### *Hiring*

A. Butler, Coach: Spelling Bee (1-2), effective 2018-19 School Year  
 L. Gavalya, Transportation Supervisor, 6.0 hours/day, effective December 1, 2018  
 E. Quijada, Coach: Boys Basketball (8<sup>th</sup>), effective 2018-19 School Year  
 K. Synder, Coach: Boys Basketball (7<sup>th</sup>), effective 2018-19 School Year

##### **Resignation**

E. Davis, Bus Driver (4.5 hours/day), effective November 14, 2018  
 E. Davis, Playground Monitor (2.75 hours/day), effective November 14, 2018  
 E. Davis, Courier (0.75 hours/day), effective November 14, 2018

#### ATTACHMENTS

➤ None

#### BUDGETED

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

#### RECOMMENDATION

Approve the personnel activity

#### NOTES

#### *If pulled from Consent*

<b>ACTION</b>	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser   Bauer   Hennike   Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser   Bauer   Hennike   Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser   Bauer   Hennike   Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser   Bauer   Hennike   Lander</i>

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**11.4 2018-19 Teacher: Administration Ratio**

**BACKGROUND**

At the elementary level, California Education Code 41402 imposes the limit of 9 administrators per 100 teachers. Gold Trail Union School District employs 2.00 FTE administrators for 33.0 FTE teachers. (Under state limits, GTUSD is allowed a maximum of 2.97 FTE administrators)

2018-19 Gold Trail Union School District's ratio is 2.0 FTE.

**ATTACHMENTS**

- Employee Ratio Worksheet

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will approve the annual calculation

**NOTES**

***If pulled from Consent***

<b><i>ACTION</i></b>	<b><i>Moved</i></b>	<b><i>Seconded</i></b>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>

Employee Ratio Worksheet

District Gold Trail Union School District Fiscal Year 2018-19

Data Compiled as of October 3, 2018

(Date)

This worksheet may be utilized to summarize school district certificated staffing data for the purpose of annually monitoring the district's administrator-teacher ratio as required by *Education Code* sections 41400-41407. The information will be reviewed as part of the district's annual audit required by *Education Code* Section 41020. Do not submit this worksheet to the California Department of Education. Retain the worksheet and present the data upon request of district's independent auditor. (Note: county offices of education and charter schools are not subject to the requirements of *Education Code* sections 41400-41407.)

Part I Number of Certificated Employees (Full-time equivalents (FTE),  
calculated to two decimal places, to include full-time, part-time,  
and prorated positions)

A) Administrative..... 2.0 FTE

B) Exempt Administrative..... .0 FTE

C) Net Administrative..... 2.0 FTE  
(Line A minus Line B above)

D) Teachers..... 33.05 FTE

E) Pupil Services..... .2 FTE

Part II Maximum Number of Administrative Employees (Calculate to  
two decimals)

A) Allowed Ratio..... .09  
(Enter .08 for unified, .07 for high school,  
or .09 for elementary school districts)

B) Maximum Administrators..... 2.97 FTE  
(Ratio from Part II, Line A x Teacher  
FTE from Part I, Line D)

Part III Excess Administrator FTE (Calculate to two decimals)

A) Actual Excess..... 0 FTE  
(Part I, Line C minus Part II, Line B. If  
zero or negative, enter -0-)

B) Rounded Excess..... 0 FTE  
(Round any FTE reported on Part III, Line  
A to the nearest whole number (e.g. 0.49 or less  
rounds to 0.00, 0.50 or above rounds to 1.00,  
1.49 rounds to 1.00, and 1.50 to 2.00, etc.))

Employee Ratio Worksheet  
Page 2

If Part III, Line B is zero or Part I, Line A shows one or fewer FTE, stop here. The district is in compliance with, or is exempt from, the employee ratio limitations imposed by Education Code Section 41402.

If Part II, Line B is greater than zero, continue to complete the remainder of this form.

Part IV      Penalty for Excess Administrator FTE

A) District's Total State Revenue.....\$ \_\_\_\_\_  
(Prior Year Unaudited Actual Financial Report)

B) District's Total Revenue and Other Financing  
Sources..... \$ \_\_\_\_\_  
(Prior Year Unaudited Actual Financial Report)

C) Portion of State Revenue in Total Revenue..... \_\_\_\_\_  
(Part IV, Line A divided by Part IV, Line B.  
Calculate to two decimals)

D) Total Annual Salaries of the Administrative  
FTE reported on Part I, Line A..... \$ \_\_\_\_\_

E) Average Administrator Salary.....\$ \_\_\_\_\_  
(Part IV, Line D divided by FTE from Part I,  
Line A. Calculate to nearest whole number.)

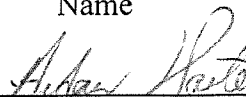
F) State Funded Share of Administrator Salary.....\$ \_\_\_\_\_  
(Part IV, Line E x Part IV, Line C. Calculate  
to the nearest whole number)

G) Penalty.....\$ N/A  
(Part IV, Line F x Part III, Line B)

Prepared by: Aidan Harte  
Name

530-626-3194  
Phone

November 2, 2018  
Date

  
Signature

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

# **11.5 2018-19 Teacher Assignment**

## **BACKGROUND**

Continued monitoring of teacher assignments will ensure that the rate of teacher misassignment remains low (*California Education Code 44258.9*).

## **ATTACHMENTS**

- Fall 2018 Teacher Assignment Report Gold Trail School
- Fall 2018 Teacher Assignment Report Sutter's Mill School

## **BUDGETED**

☒ NA
 ☐ Yes
 ☐ No
 ☐ Cost Analysis Follows

## **RECOMMENDATION**

The Board will approve the teaching assignments for the 2017-18 school year.

## **NOTES**

### *If pulled from Consent*

<b>ACTION</b>	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>

Gold Trail Union School District

As of October 3, 2018 (Fall Information Day)

2018-19 Teaching Assignments - Credentialing Report for Sutter's Mill School

Name	FTE	Credential	Date Expires	EL Certification	2018-19 Assignment
<b>Transitional Kindergarten</b>					
James, Mary	1.00	Multiple Subject	June 1, 2021	Yes	Self Contained
<b>Kindergarten</b>					
Ayre, Kathleen	1.00	Multiple Subject	June 1, 2023	Yes	Self Contained
Dukes, Robyn	0.50	Multiple Subject	June 1, 2020	Yes	Self Contained
Matyac, Debbi	0.50	Multiple Subject	June 1, 2022	Yes	Self Contained
Wagner, Barbara	1.00	Multiple Subject	October 1, 2020	No	Self Contained
<b>First Grade</b>					
Butler, Amanda	1.00	Multiple Subject	June 1, 2020	Yes	Self Contained
Molinari, Lydia	1.00	Multiple Subject	June 1, 2020	Yes	Self Contained
Stigall, Jenna	1.00	Multiple Subject, Single Subject PE	June 1, 2023	Yes	Self Contained
<b>Second Grade</b>					
Braithwaite, Jessica	1.00	Multiple Subject	June 1, 2023	Yes	Self Contained
Swaney, Christa	1.00	Multiple Subject	June 1, 2020	Yes	Self Contained
<b>Second/Third Combo</b>					
Clark, Sierra	1.00	Multiple Subject	April 1, 2023	Yes	Self Contained
<b>Third Grade</b>					
Brandt, April	1.00	Multiple Subject	June 1, 2021	Yes	Self Contained
Zorn, Samantha	1.00	Multiple Subject	May 1, 2021	Yes	Self Contained
<b>Teaching Support</b>					
Dunn, Keven	0.80	Multiple Subject, Single Subject PE	September 1, 2021	Yes	K-3 Physical Education
Brunts, Carolyn	1.00	Specialist: Special Education, Resource, MS	April 1, 2023	Yes	K-3 Special Education
<b>FTE</b>	<b>13.80</b>				
<b>Student Services Support</b>					
Kitt, Marilyn	0.10	School Nurse Services	September 1, 2020	NA	Nurse

I confirm that these assignments have been made for the 2018-19 school year, and that they are in compliance with teacher placement and credentialing requirements.

*Scott Lyons* 10/30/18

Scott Lyons, Superintendent/Principal Date

# Gold Trail Union School District

As of October 3, 2018 (Fall Information Day)

## 2018-19 Teaching Assignments - Credentialing Report for Gold Trail School

Name	FTE	Credential	Date Expires	EL Certification	2018-19 Assignment
<b>Fourth Grade</b>					
Hornsby, Debbie	1.00	Multiple Subject	November 1, 2021	Yes	4 Self Contained
Morgan, Sandi	1.00	Multiple Subject	Life	Yes	4 Self Contained
Whitmore, Jennifer	1.00	Multiple Subject, English Authorization	October 1, 2022	Yes	4 Self Contained
<b>Fifth Grade</b>					
Yates, Yvonne	1.00	Multiple Subject, English Authorization	June 1, 2020	Yes	5 ELA
Lulla, Danny	1.00	Multiple Subject, Computers Authorization	November 1, 2019	Yes	5 Math & Art
Romig, Cheryl	1.00	Multiple Subject	October 1, 2019	Yes	5 Science & Social Studies
<b>Sixth Grade</b>					
Canfield, Sarah	1.00	Multiple Subject	November 1, 2022	Yes	6 Math & Art
Harris, Marta	1.00	Multiple Subject, Speci Instruc, Lrn Handicap	October 1, 2019	Yes	6 ELA
Mulligan, Katy	1.00	Multiple Subject, Soc Sci & Eng Authorization	February 1, 2021	Yes	6 Science & Social Studies
<b>Seven/Eight Grades</b>					
Edney, Danielle	1.00	Multiple Subject, Art History Authorization	July 1, 2022	Yes	7 ELA & Social Studies
Garcia, Amber	1.00	Multiple Subject, English Authorization	June 1, 2020	Yes	7 Science & Social Studies, 7 PE
Jackson, Carina	0.80	Multiple Subject, Math Authorization	June 1, 2023	Yes	7 Math, 7/8 Studio One
Koenig, Kerry	1.00	Multiple Subject, Math Authorization	June 1, 2023	Yes	7/8 Math, 7/8 Exploratorium
Perez, Jose	1.25	Multiple Subject, Single Subject: PE	June 1, 2023	Yes	6/8 Physical Education, 7/8 Spanish
Poulsen, Becky	1.00	Multiple Subject; Science Authorization	May 1, 2021	Yes	8 Science & Social Studies
Yost, Amy	1.00	Multiple Subject, English Authorization	March 1, 2022	Yes	8 ELA & Social Studies, 7/8 Journalism
<b>Teaching Support</b>					
Aguilar, Terry	1.00	Multiple Subject, Ed Specialist (Mild/Mod, Autism)	August 1, 2023	Yes	4-6 Special Education
Cain, Glen	1.00	Multiple Subject, Single Subject: Music	October 1, 2019	Yes	4-8 Performing Arts
Dunn, Kevin	0.20	Multiple Subject, Single Subject: PE	September 1, 2021	Yes	4/5 Physical Education
Memeo, Rachel	1.00	Ed Specialist (Mild/Mod, Autism)	February 1, 2021	Yes	6-8 Special Education
<b>FTE</b>	<b>19.25</b>				
<b>Student Services Support</b>					
Kitt, Marilyn	0.10	School Nurse Services	September 1, 2020	NA	Nurse

I confirm that these assignments have been made for the 2018-19 school year, and that they are in compliance with teacher placement and credentialing requirements.


  
 Boyd Holler, Principal

Date

10/30/18



<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

### 11.6 Annual Organizational Meeting

#### BACKGROUND

The Board of Trustees shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143) The date and time of the meeting must be selected by the governing Board at the regular Board meeting held immediately prior to their December meeting, unless otherwise provided by a policy or bylaw of the governing Board.

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint a secretary to the Board
3. Authorize signatures
4. Develop a schedule of regular meetings for the year
5. Develop a Board calendar for the year
6. Designate Board representatives

The Gold Trail Union School District Board of Trustees will hold their next annual organizational meeting on Thursday, December 13, 2018.

#### ATTACHMENTS

➤ None

#### BUDGETED

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

#### RECOMMENDATION

Take action to set the date and time of the Annual Organizational meeting for Thursday, December 13, 2018 with Open Session commencing at 6:00 p.m.

#### NOTES

*If pulled from Consent*

<b>ACTION</b>		<i>Moved</i>			<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>							
<i>Voted Aye</i>		<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>	
<i>Voted Nay</i>		<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>	
<i>Abstained</i>		<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>	
<i>Absent</i>		<i>Barbieri</i>	<i>Howser</i>	<i>Bauer</i>	<i>Hennike</i>	<i>Lander</i>	

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**11.7 Athletic Team Coach Certification**

**BACKGROUND**

The Board will certify the report stating that requirements of the California Code of Regulations, Title 5, section 5593, have been met.

**ATTACHMENTS**

- Certification Report

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Certify the report

***If pulled from Consent***

<b><i>ACTION</i></b>	<b><i>Moved</i></b>	<b><i>Seconded</i></b>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>



**TO: S. LYONS, SUPERINTENDENT**  
**FROM: J. PEREZ, ATHLETIC DIRECTOR**  
**SUBJECT: TEMPORARY ATHLETIC TEAM COACH CERTIFICATION**  
**DATE: NOVEMBER 2018**

---

California Code of Regulations, Title 5 (5 CCR) section 5593 states that any person serving at any grade level as a temporary athletic team coach must have knowledge and competency in certain areas. This memorandum certifies that the following athletic coaches fulfilled the following California State and District requirements for the 2018-19 school year:

*First Aid/CPR*  
*Tb Testing*  
*Security Clearance*  
*Certified Coaching Curriculum*  
*Concussion Training*  
*Mandated Reporter Training*  
*Heat Illness Prevention course*  
*Sudden Cardiac Arrest Course*  
*Glucagon/EPI Pen Training*  
*Signed Athletic Coaching Standards and Practices*

E. Quijada, Coach: Boys Basketball (8<sup>th</sup>)  
K. Synder, Coach: Boys Basketball (7<sup>th</sup>)

**AGENDA ITEM 12**

**ACTION: Resolution 2018-19:11-01**

**Making Determinations Pursuant to Government Code Section 4217.12 et seq.,  
Approving an Energy Services Agreement and Related Documents, Finding the Project  
Exempt Under the California Environmental Quality Act, and Authorizing the  
Superintendent or His Designee to Execute the Agreement and Take Other Required or  
Appropriate Actions**

**BACKGROUND**

The project described herein to retrofit Sutter's Mill School HVAC components is presented in conjunction with the California Clean Energy Jobs Act (also known as Proposition 39) and the California Environmental Quality Act (also known as CEQA),

The California Clean Energy Jobs Act allocates revenue to local education agencies to support energy efficiency and alternative energy projects, along with related improvements and repairs that contribute to reduced operating costs and improved health and safety conditions in public schools.

CEQA is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

**ATTACHMENTS**

- Resolution 2018-19:11-01
- Resolution Exhibit A: Analysis
- Resolution Exhibit B: Energy Services Contract
- Resolution Exhibit C: Request for Proposal
- Resolution Attachment 1: Energy Measures Illustration
- Attachment 2: Agreement Between Owner and Contractor
- Attachment 3: Supplemental Mandated Materials
  - Certificate of Liability
  - Drug-Free Workplace Certification
  - Fingerprinting Notice and Acknowledgment
  - Independent Contractor Student Contact Form
  - Workers' Compensation Certificate

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Adopt resolution to authorize and direct district staff to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and findings set forth in the aforementioned resolution.

*Gold Trail Union School District  
Supplemental Information  
Regular Meeting of the Board: November 8, 2018*

**NOTES**

<b><i>ACTION</i></b>	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser      Bauer      Hennike      Lander</i>

**BEFORE THE BOARD OF TRUSTEES OF THE  
GOLD TRAIL UNION SCHOOL DISTRICT  
EL DORADO COUNTY, CALIFORNIA**

**RESOLUTION NO. 2018-19:11-01**

**RESOLUTION MAKING DETERMINATIONS PURSUANT TO GOVERNMENT  
CODE SECTION 4217.12 ET SEQ., APPROVING AN ENERGY SERVICES  
AGREEMENT AND RELATED DOCUMENTS, FINDING THE PROJECT EXEMPT  
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND  
AUTHORIZING THE SUPERINTENDENT OR HIS DESIGNEE TO EXECUTE THE  
AGREEMENT AND TAKE OTHER REQUIRED OR APPROPRIATE ACTIONS**

---

**WHEREAS**, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

**WHEREAS**, Section 4217.12 *et seq.* of the California Government Code (the “Act”), authorizes public agencies to enter into energy service contracts, facility financing contracts and related agreements to implement the State’s conservation and alternative energy supply source policy; and

**WHEREAS**, the Gold Trail Union School District (“District”) desires to implement conservation measures and/or identify alternative energy supply sources to reduce the steadily rising costs of meeting the energy needs at its facilities; and

**WHEREAS**, the Board of Trustees (the “Board”) of the District is authorized pursuant to Sections 4217.16 of Act to request proposals from qualified firms for the purchase of equipment and services to reduce energy use or to make for a more efficient use of energy; and

**WHEREAS**, pursuant to the Act, upon the receipt and evaluation of proposals, the District may award a contract on the basis of the experience of the firm, the type of technology employed by the firm, the cost to the District, and any other relevant considerations; and

**WHEREAS**, Digital Energy, Inc. has provided the District with analysis showing the benefits of implementing certain energy conservation measures through Heating Ventilation & Air Conditioning (“HVAC”) system optimization and improvements, and/or other energy conservation measures, and Digital Energy, Inc.’s analysis (“Analysis”) is attached hereto as Exhibit A and made part hereof by this reference; and

**WHEREAS**, the District proposes to enter into an energy services agreement and related contract documents (together, the “Energy Services Contract”) with Hometown Construction, Inc. pursuant to which Hometown Construction, Inc. will construct and install on District Sites (as defined below) certain energy saving improvements consisting of HVAC system optimization and improvements, and/or other energy conservation measures (“Project”); and

**WHEREAS**, the site where such energy saving improvements will be located is: Sutter's Mill School ("District Site");

**WHEREAS**, the Analysis includes data showing that the anticipated cost to the District for the electrical energy provided by the Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of such measures; and

**WHEREAS**, pursuant to Government Code section 4217.12, the District is authorized to enter into an energy service contract on terms that the Board determines are in the best interests of the District if the determination is made following a public hearing, public notice of which is given two (2) weeks in advance, and the Board finds that the anticipated costs to the District for thermal or electrical energy or conservation services provided under the contract will be less than the anticipated marginal costs to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of purchases under the contract; and

**WHEREAS**, on October 22, 2018, the District posted notice of its intent to hold a public hearing to consider entering into an agreement under Section 4217.12 *et seq.* at a meeting to be held on November 8, 2018; and

**WHEREAS**, the Board held the public hearing on November 8, 2018; and

**WHEREAS**, the District's proposed approval of the Energy Services Contract is a "project" for purposes of the California Environmental Quality Act ("CEQA"); and

**WHEREAS**, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing use ("Class 1 Exemption"; Cal. Code Regs., tit. 14, § 15301); (2) projects consisting of the new construction or conversion of small structures ("Class 3 Exemption"; Cal. Code Regs., tit. 14, § 15303); (3) projects consisting of the construction or placement of minor accessory structures to existing facilities ("Class 11 Exemption"; Cal. Code Regs., tit. 14, § 15311); and (4) projects consisting of minor additions to existing schools ("Class 14 Exemption"; Cal. Code Regs., tit. 14, § 15314); and the Project is categorically exempt under one or more of such exemptions; and

**WHEREAS**, the Project does not involve any of the following and so is eligible for a categorical exemption as described above under State CEQA Guidelines section 15300.2:

- (a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;

- (c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) a project which may cause a substantial adverse change in the significance of a historical resource.

**WHEREAS**, the Board proposes to enter into the Energy Services Contract substantially in the form presented at this meeting, attached hereto as Exhibit B, and incorporated herein by reference, subject to such changes, insertions or omissions as the Superintendent or designee reasonably deems necessary following the Board's adoption of this Resolution.

**NOW, THEREFORE**, based upon the above-referenced recitals, the Board hereby finds, determines, declares and orders as follows:

1. The terms of the Energy Services Contract are in the best interests of the District.
2. In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the Board finds that the anticipated cost to the District for electrical energy or conservation services provided by the Project under the Energy Services Contract will be less than the anticipated marginal cost to the District of electrical or other energy that would have been consumed by the District in the absence of those purchases.
3. The Board hereby approves the Energy Services Contract, in substantially the form provided for in Exhibit B hereto, in accordance with Government Code section 4217.12.
4. The District's Superintendent, Chief Business Officer, or their designee is hereby authorized and directed to execute and deliver the Energy Services Contract with any changes, insertions and omissions therein as may be approved by the officer who executes the Energy Services Contract, such approval to be conclusively evidenced by such execution and delivery of said contract. The District's Superintendent, Chief Business Office, or their designee is further authorized and directed, if applicable, to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said Energy Services Contract.
5. In accordance with Government Code section 4217.16, the District's Superintendent, Chief Business Officer, or their designee are each hereby authorized and directed, in the name of and on behalf of the District, to request proposals from qualified firms for HVAC system optimization and improvements and related energy conservation services at Sutter's Mill School, and do all other things which they deem necessary to comply with the



terms of this Resolution. Such actions are hereby ratified, confirmed and approved. The Request for Proposals attached hereto as Exhibit C is approved for such purpose.

6. The Project hereby found to be exempt from the requirements of CEQA pursuant to the Class 1, Class 3, Class 11 and Class 14 Exemptions, as described above.

7. The Project is hereby found to be exempt from the requirements of CEQA pursuant to Public Resources Code section 21080.35.

8. District staff are hereby authorized and directed to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and the findings set forth in this Resolution.

The foregoing Resolution was adopted at a meeting of the Board of Trustees of the Gold Trail Union School District on November 8, 2018, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

---

Janet Barbieri  
Gold Trail Union School District

CERTIFIED TO BE A TRUE  
AND CORRECT COPY:

---

Micah Howser  
Gold Trail Union School District

# **CONSULTANT REPORT**

---

## **GOLD TRAIL UNION SCHOOL DISTRICT**

## **SUTTER'S MILL ELEMENTARY SCHOOL**

---

Prepared for: California Energy Commission  
Prepared by: Digital Energy, Inc.



California Energy Commission  
Edmund G. Brown Jr., Governor

June 05, 2018  
Contract Number: CEC-400-14-001  
Work Authorization Number: 159

***Prepared by:***

Ethan Flyer  
Vishal Diddi, CEM, CPMP

***Primary Authors***

Digital Energy, Inc.  
555 Marin St, Suite 230  
Westlake Village, CA 91360  
805-374-1777

Contract Number: 400-14-001  
Work Authorization# 159

***Prepared for:***

**California Energy Commission**

Marites Antonio  
***Contract Agreement Manager***

Judy Brewster  
***Project Manager***

Elise Brown  
***Office Manager***  
***Local Assistance and Financing Office***

Dave Ashuckian P. E.  
***Deputy Director***  
***Efficiency Division***

Drew Bohan  
***Executive Director***

**DISCLAIMER**

This report was prepared as the result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees or the State of California. The Energy Commission, the State of California, its employees, contractors and subcontractors make no warrant, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the uses of this information will not infringe upon privately owned rights. This report has not been approved or disapproved by the California Energy Commission nor has the California Energy Commission passed upon the accuracy or adequacy of the information in this report.



## PREFACE

This bid specification document was prepared as a follow up to the energy efficiency report prepared for Gold Trail Union School District under the Bright Schools Program. This California Energy Commission program assists K through 12 schools in identifying measures that can cut energy use and cost in existing and planned facilities, while concurrently enhancing building performance. Once the measures are identified, the program can provide additional assistance to help implement or finance the recommendations. This study was conducted for the Commission by Digital Energy, Inc., under the direction of Jairam Agaram, P.E. The contract assignment was directed and managed with the assistance of Judy Brewster, Project Manager for the Commission. Digital Energy, Inc. and the Commission appreciate the assistance offered by all Gold Trail Union School District personnel during the study.

School Name	Location
Sutter's Mill Elementary School	4801 Luneman Rd, Placerville, CA 95667



## **TABLE OF CONTENTS**

### **EXECUTIVE SUMMARY**

### **DIVISION 2 EXISTING CONDITIONS**

02 4100 DEMOLITION

### **DIVISION 23 HEATING VENTILATION AND AIR CONDITIONING**

23 0000 GENERAL MECHANICAL REQUIREMENTS

23 0913 INSTRUMENTATION AND CONTROL DEVICES FOR HVAC

23 54 16 FUEL-FIRED FURNACES

23 81 26 SPLIT AIR CONDITIONING UNIT

23 8143 AIR SOURCE UNITARY HEAT PUMPS

### **DIVISION 26 ELECTRICAL**

26 0160 ELECTRICAL DEMOLITION

### **APPENDIX A – RETROFIT SCHEDULE**



## EXECUTIVE SUMMARY

### **ECM M-1: Installation of Network Thermostats for HVAC Control**

This measure proposes installing network based thermostats for HVAC control.

### **ECM M-2: Replace old gas electric split units with new energy efficient units**

This measure proposes replacing the gas electric split units with new high efficiency units that are over the minimum efficiency standard.

### **ECM M-3: Replace Old HVAC Units with New High-Efficiency Units**

This measure proposes replacing heat pump units with new high-efficiency units

## **SECTION 02 4100 DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

##### **A. Related Documents:**

Drawings and general provisions of the Subcontract apply to this Section.  
Review these documents for coordination with additional requirements and information that apply to work under this Section.

##### **B. This section specifies demolition and removal of buildings, portions of buildings, utilities, other structures and debris from trash dumps shown.**

##### **C. Related Sections:**

Division 01 Section, General Requirements.  
Division 01 Section, Safety Requirements Article, ACCIDENT PREVENTION PLAN (APP).  
Division 01 Section, Temporary Environmental Control.  
Division 01 Section, Construction Waste Management.  
Division 01 Section, Temporary Facilities and Controls.  
Division 02 Section, Traditional Asbestos Abatement.  
Division 02 Section, Lead based Paint Removal and Disposal.  
Division 31 Section, Grading: Topsoil removal.  
Division 31 Section, Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

#### **1.2 REFERENCES**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards (OSHA); current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

#### **1.3 SUBMITTALS**

- A. Comply with Division 01 Section, Submittal Procedures.
- B. Demolition Plan: The Contractor shall furnish a demolition plan (drawings) as specified by OSHA and local authorities.

Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.  
Identify demolition firm and submit qualifications.  
Include a summary of safety procedures.

- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.



## 1.4 PROTECTION

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures. Comply with requirements of General Conditions Article, Accident Prevention.
- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations. Comply with requirements of Division 01 Sections, General Requirements, Article Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements.
- C. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- D. Provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or prefabricated metal construction at dust chutes to protect persons and property from falling debris.
- E. Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.
- F. In addition to previously listed fire and safety rules to be observed in performance of work, include following:

No wall or part of wall shall be permitted to fall outwardly from structures. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Insure all possible users know how to properly use fire extinguishers. Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 ft.) of fire hydrants.

- G. Before beginning any demolition work, the Contractor shall survey the site and examine the demolition drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place or to be reused; any damaged items shall be repaired or replaced as approved by the Resident Engineer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have Resident Engineer's approval.





- H. The work shall comply with the requirements of Division 01 Section, Temporary Facilities and Controls.
- I. The work shall comply with the requirements of Division 01 Section, General Requirements, Article 1.7 Infection Prevention Measures.

## PART 2 - PRODUCTS – Not Applicable

## PART 3 - EXECUTION

### 3.1 SCOPE

- A. Remove portions of existing buildings as indicated on drawings.
- B. Remove other items indicated for salvage, relocation, and recycling.
- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill.

### 3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Division 01.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.

Obtain required permits.

Comply with applicable requirements of NFPA 24 - Standard for Safeguarding Construction.

Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.

Provide, erect, and maintain temporary barriers and security devices.

Use physical barriers to prevent access to areas that could be hazardous to workers or the public.

Conduct operations to minimize effects on and interference with adjacent structures and occupants.

Do not close or obstruct roadways or sidewalks without permit.

Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.

Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be removed.

Provide bracing and shoring.

Prevent movement or settlement of adjacent structures.

Stop work immediately if adjacent structures appear to be in danger.



- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.

Comply with requirements of Division 01 Section, Waste Management.

Dismantle existing construction and separate materials.

Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

### 3.3 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities from being damaged.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

### 3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing drawings (plans) showing existing construction and utilities are based on casual field observation and existing record documents only.

Verify that construction and utility arrangements are as shown.

Report discrepancies to Architect before disturbing existing installation.

Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

- B. Separate areas in which demolition is being conducted from other areas that are still occupied.

Provide, erect, and maintain temporary dustproof partitions of construction specified in Division 01 Section, Temporary Facilities and Controls, in locations indicated on demolition drawings.

- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.



- D. Remove existing work as indicated and as required to accomplish new work.

Remove items indicated on drawings.

- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications):

Remove existing systems and equipment as indicated.

Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.

Where existing active systems serve occupied facilities, but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.

Verify that abandoned services serve only abandoned facilities before removal.

Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

- F. Protect existing work to remain.

Prevent movement of structure; provide shoring and bracing if necessary.

Perform cutting to accomplish removals neatly and as specified for cutting new work.

Repair adjacent construction and finishes damaged during removal work.

Patch as specified for patching new work.

- G. No services or equipment are to be abandoned in place. All decommissioned elements are to be removed.

### 3.5 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Division 01 Section, Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 4100



## **SECTION 23 0000 GENERAL MECHANICAL REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Drawings and general provisions of the Subcontract apply to this Section.
- B. Review these documents for coordination with additional requirements and information that apply to work under this Section.

#### **1.2 SCOPE**

- A. Basic mechanical requirements specifically applicable to Division 23 Sections.
- B. Work includes but is not necessarily limited to the following:

Labor, materials, services, equipment, and appliances required for completion of tasks as indicated on drawing or in specification or as inherently necessary to prepare spaces and systems for new installations as follows:

- a. Heating, ventilating, and air conditioning systems and equipment
- b. Testing, adjusting, and balancing

#### **1.3 DRAWINGS AND SPECIFICATIONS**

- A. The Contractor shall furnish mechanical plans/drawings showing the scope of the project.
- B. Drawings accompanying these Specifications show intent of Work to be done. Specifications shall identify quality and grade of installation and where equipment and hardware is not particularly specified, Contractor shall provide submittals for all products and install them per manufacturers' recommendations, and in a first-class manner.
- C. Examine Drawings and Specifications for elements in connection with this Work; determine existing and new general construction conditions and be familiar with all limitations caused by such conditions.
- D. Plans are intended to show general arrangement and extent of Work contemplated. Exact location and arrangement of parts shall be determined after the Owner has reviewed equipment, as Work progresses, to conform in best possible manner with surroundings, and as directed by the Owner.
- E. Contract Documents are in part diagrammatic and intended to show the scope and general arrangement of the Work under this Contract. The Contractor shall follow these drawings in laying out the equipment, piping, and ductwork. Drawings are not intended to be scaled for roughing in measurements or to serve as shop drawings. Where job conditions require minor changes or adjustments in the indicated locations or arrangement of the Work, such changes shall be made without change in the Contract amount.



- F. Follow dimensions without regard to scale. Where no figures or notations are given, the Plans shall be followed.

#### 1.4 UTILITIES

- A. Location and sizes of electrical, mechanical, and plumbing service facilities are shown in accordance with data secured from existing record drawings and site observations. Data shown are offered as an estimating guide without guarantee of accuracy. Check and verify all data given, and verify exact location of all utility services pertaining to Work prior to excavation or performing Work.

#### 1.5 APPLICABLE REFERENCE STANDARDS, CODES, AND REGULATIONS

- A. Meet requirements of all state codes having jurisdiction.
- B. State of California Code of Regulations:
  - Title 8, Industrial Relations
  - Title 19, State Fire Marshal Regulations
  - 2016 California Building Code, Title 24, Part 2
  - 2016 California Electrical Code, Title 24, Part 3
  - 2016 California Mechanical Code, Title 24, Part 4
  - 2016 California Plumbing Code, Title 24, Part 5
  - 2016 California Fire Code, Title 24, Part 9
  - 2016 California Standards Code, Title 24, Part 12
  - 2016 California Title 24, Energy Conservation Standards
- C. Additional Reference Standards:
  - AABC – Associated Air Balance Council
  - AMCA – Air Moving and Conditioning Association
  - AHRI – Air Conditioning, Heating and Refrigeration Institute
  - ASHRAE – American Society of Heating, Refrigeration and Air Conditioning Engineers
  - ASME – American Society of Mechanical Engineers
  - ASTM – American Society of Testing Materials
  - NEMA – National Electrical Manufacturer’s Association
  - NFPA – National Fire Protection Association Standards
  - PDA – Plumbing and Drainage Institute
  - UL – Underwriters Laboratories
- D. Codes and ordinances having jurisdiction over Work are minimum requirements; but, if Contract Documents indicate requirements, which are in excess of those minimum requirements, then requirements of the Contract Documents shall be followed. Should there be any conflicts between Contract Documents or codes or any ordinances having jurisdiction, report these to the Owner.
- E. Obtain permits and request inspections from authority having jurisdiction.

#### 1.6 PROJECT AND SITE CONDITIONS



- A. The arrangement of, and connection to, equipment shown on the Drawings is based upon information available and is not intended to show exact dimensions peculiar to a specific manufacturer. The Mechanical Drawings are, in part, diagrammatic and some features of the illustrated equipment installations may require revision to meet actual equipment installation requirements. Structural supports, housekeeping pads, piping connections, and adjacent equipment may have to be altered to accommodate the equipment provided. No additional payment will be made for such revisions or alterations.
- B. Examine all Drawings and Specifications to be fully cognizant of all work required under this Division.
- C. Examine site related work and surfaces before starting work of any Section.
- D. Install Work in locations shown on approved Drawings, unless prevented by Project conditions.
- E. Prepare revised shop drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain permission from the Owner before proceeding.
- F. Beginning work of any Section constitutes acceptance of conditions.

#### 1.7 COOPERATION WITH WORK UNDER OTHER DIVISIONS

- A. Cooperate with other trades to facilitate general progress of Work. Allow all other trades every reasonable opportunity for installation of their work.
- B. Work under this Division shall follow general building construction closely. Set pipe sleeves and inserts and verify that openings for chases and pipes are provided.
- C. Work with other trades in determining exact location of outlets, pipes, and pieces of equipment to avoid interference with lines required to maintain proper installation of Work.
- D. Make such progress in the Work to not delay work of other trades.
- E. Mechanical Work shall have precedence over the other in the following sequence:

- Soil and waste piping
- Hydronic piping
- Ductwork
- Fire sprinkler piping
- Domestic water piping

#### 1.8 DISCREPANCIES

- A. The Contractor shall check all Drawings and shall promptly notify the Owner of any discrepancies. Figures marked on Drawings shall, in general, be followed in preference to scale measurements. Piping and instrumentation diagrams shall, in general, govern floor plans and sections. Large scale drawings shall, in general, govern small scale drawings. Also, see Contract General Conditions.
- B. Where requirements between Drawings and Specifications conflict, the more restrictive provisions shall apply. Also, see Contract General Conditions.



- C. If any part of the Specifications or Drawings appears unclear or contradictory, apply to Owner for interpretation and decision as early as possible, including during bidding period. Beginning work of any Section constitutes acceptance of conditions.

## 1.9 CHANGES

- A. The Contractor shall be responsible to make and obtain approval from the Owner for all necessary adjustments in piping and equipment layouts as required to accommodate the relocations of equipment and/or devices, which are affected by any approved authorized changes or Product substitutions. All changes shall be clearly indicated on the "Record" drawings.

## 1.10 SUBMITTALS

- A. Refer to Division 01 for additional requirements.
- B. The manufacturer, contractor, or supplier shall include a written statement that the submitted equipment, hardware, or accessory complies with the requirement of that particular specification section.

The manufacturer shall resubmit the specification section showing compliance with each respective paragraph and specified items and features in that particular specification section.

All exceptions shall be clearly identified by referencing respective paragraph and other requirements along with proposed alternative.

- C. Note that prior to acceptance of shop drawings for review, a submittal schedule shall be submitted to the Owner.
- D. Submit all Division 23 shop drawings and product data grouped and referenced by the specification technical section numbers in one complete submittal package.
- E. Shop Drawings:

Provide all shop drawings in latest version of AutoCAD format. FTP upload is acceptable.

Drawings shall be a minimum of 8.5 inches by 11 inches in size with a minimum scale of ¼ inch per foot, except as specified otherwise.

Include installation details of equipment indicating proposed location, layout and arrangement, accessories, piping, and other items that must be shown to assure a coordinated installation.

Indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

If equipment is disapproved, revise drawings to show acceptable equipment and resubmit.

- F. Whenever more than one manufacturer's product is specified, the first named product is the basis of design used in the Work and the use of alternate named manufacturer's products or substitutes may require modifications in that design.
- G. Proposed Products List: Include Products as required by the individual section in this Division.



- H. The Contractor shall be responsible for all equipment ordered and/or installed prior to receipt of shop drawings returned from the Owner bearing a stamp of "Reviewed." All corrections or modifications to the equipment as noted on the shop drawings shall be performed and equipment be removed from the job site at the request of the Owner without additional compensation.
  - I. Manufacturer's Data: For each manufactured item, provide current manufacturer's descriptive literature of cataloged products, certified equipment drawings, diagrams, performance and characteristic curves if applicable, and catalog cuts.
  - J. Standard Compliance: When materials or equipment provided by the Contractor must conform to the standards of organizations such as American National Standards Institute (ANSI) or American Water Works Association (AWWA), submit proof of such conformance to the Owner for approval. If an organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified. In lieu of the label or listing, submit a certificate from an independent testing organization, which is competent to perform acceptance testing and is approved by the Owner. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard.
  - K. Certified Test Reports: Before delivery of materials and equipment, certified copies of all test reports specified in individual sections shall be submitted for approval.
  - L. Certificates of Compliance or Conformance: Submit manufacturer's certifications as required on products, materials, finish, and equipment indicated in the technical sections. Certifications shall be documents prepared specifically for this Contract. Pre-printed certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as," or "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance or conformance.
- 1.11 **PRODUCT ALTERNATIVES OR SUBSTITUTIONS**
- A. Refer to General Conditions and Division 01 for additional requirements
- 1.12 **POSTED OPERATING INSTRUCTIONS**
- A. Furnish approved operating instructions for systems and equipment indicated in the technical sections for use by operation and maintenance personnel.
  - B. The operating instructions shall include control diagrams, and control sequence for each principal system and equipment. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions as directed. Attach or post operating instructions adjacent to each principal system and equipment.





Provide weather-resistant materials or weatherproof enclosures for operating instructions exposed to the weather. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

#### 1.13 MANUFACTURER'S RECOMMENDATION

- A. Where installation procedures or any part thereof are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendations shall be cause for rejection of the equipment or material.

#### 1.14 DELIVERY AND STORAGE

- A. Refer to Division 01 for additional requirements.
- B. Handle, store, and protect equipment and materials in accordance with the manufacturer's recommendations. Replace damaged or defective items with new items.

#### 1.15 EXTRA MATERIALS

- A. Refer to Division 01 for additional requirements.
- B. Unless otherwise specified, spare parts, wherever required by detailed specification sections, shall be stored in accordance with the provisions of this paragraph. Spare parts shall be tagged by project equipment number and identified as to part number, equipment manufacturer, and subassembly component (if appropriate). Spare parts subject to deterioration, such as ferrous metal items and electrical components, shall be properly protected by lubricants or desiccants and encapsulated in hermetically sealed plastic wrapping. Spare parts with individual weights less than 50 pounds and dimensions less than 2 feet wide, or 18 inches high, or 3 feet in length shall be stored in a wooden box with a hinged wooden cover and locking hasp. Hinges shall be strap type. The box shall be painted and identified with stenciled lettering stating the name of the equipment, equipment numbers, and the words "spare parts." A neatly typed inventory of spare parts shall be taped to the underside of the cover.

### PART 2 - PRODUCTS – Not Applicable

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Obtain and pay for all permits and inspections, including any independent testing required to verify standard compliance, and deliver certificates for same to the Owner.

#### 3.2 WORK RESPONSIBILITIES

- A. The Mechanical Drawings indicate diagrammatically the desired locations or arrangement of piping, equipment, etc., and are to be followed as closely as possible.



Proper judgment must be exercised in executing the work to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference with structural conditions

- B. The Contractor is responsible for the correct placing of Work and the proper location and connection of Work in relation to the work of other trades. Advise appropriate trade as to locations of access panels.
- C. In the event that changes in the indicated locations or arrangements are necessary due to developed conditions in the building construction or rearrangement of furnishings or equipment, such changes shall be made without extra cost, providing the change is ordered before the ductwork, piping, etc., and work directly connected to same is installed and no extra materials are required.
- D. Where equipment is furnished by others, verify dimensions and the correct locations of this equipment before proceeding with the roughing-in of connections.
- E. All scaled and figured dimensions are approximate of typical equipment of the class indicated. Before proceeding with any work, carefully check and verify all dimensions, sizes, etc., with the drawings to see that the equipment will fit into the spaces provided without violation of applicable codes.
- F. Should any changes to the Work indicated on the Drawings or described in the Specifications be necessary in order to comply with the above requirements, notify the Owner immediately and cease work on all parts of the contract, which are affected until approval for any required modifications to the construction has been obtained from the Owner.
- G. Be responsible for any cooperative work, which must be altered due to lack of proper supervision or failure to make proper provisions in time. Such changes shall be under direction of the Owner and shall be made to his satisfaction. Perform all Work with competent and skilled personnel.
- H. All work, including aesthetic as well as mechanical aspects of the Work, shall be of the highest quality consistent with the best practices of the trade.
- I. Replace or repair, without additional compensation, any Work which, in the opinion of the Owner, does not comply with these requirements.

### 3.3 PAINTING

#### A. Factory Applied:

Mechanical equipment shall have factory applied painting systems which shall, at a minimum, meet the requirements of NEMA ICS 6 corrosion resistance test. Refer to individual sections of this Division for more stringent requirements.

#### B. Field Applied:

Paint all mechanical equipment as required to touch up, to match finish on other equipment in adjacent spaces or to meet safety criteria



END OF SECTION 23 0000



## **SECTION 23 0913**

### **INSTRUMENTATION AND CONTROL DEVICES FOR HVAC**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

###### **A. Related Documents:**

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

###### **B. Section Includes:**

1. Network based Thermostats.

###### **C. Related Sections:**

1. Division 23 Section, Common HVAC Requirements.
2. Division 26 Section, Electrical service and distribution.

##### **1.2 REFERENCES**

###### **A. General:**

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Refer to Division 23 Section, Common Results for HVAC for codes and standards, and other general requirements.

###### **B. American National Standards Institute (ANSI):**

1. ANSI/NFPA 101 – Life Safety Code.
2. ANSI/NFPA 70 – National Electrical Code.

###### **C. Underwriters Laboratories, Inc. (UL).**

###### **D. National Electrical Manufacturers Association (NEMA) Publications.**

###### **E. California Title 24, Non-Residential: Section 120 (Mechanical).**

##### **1.3 SUBMITTALS**

- A. Submit under provisions of Division 23 Section, Common Results for HVAC and Division 01 Section, General Requirements.
- B. Provide damper shop drawings that show data such as arrangement, velocities, and static pressure drops for each system.



- C. Provide complete system drawings, wiring diagrams, and written detailed operational description of sequences, and description and engineering data on each control system component. Include sizing as requested.
- D. Samples: Submit samples for finish, color, and texture.
- E. Submit manufacturer's installation instructions.
- F. Submit warranty documentation.

#### 1.4 QUALITY ASSURANCE

- A. Electrical components, devices, and accessories will be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

#### 1.5 WARRANTY

- A. Warranty Period: Five years from date of purchase.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS (BASIS OF DESIGN)

- A. Network-based Thermostats
  - 1. Pelican Wireless Systems
  - 2. Proliphix, Inc.
  - 3. Network Thermostat
- B. Substitutions: Under provisions of Division 01 Section, General Requirements

#### 2.2 SYSTEM REQUIREMENTS

- A. Provide control systems consisting of network-based thermostats and occupancy sensors to operate mechanical system and to perform functions specified.
- B. Provide materials and field work necessary to connect control components factory-supplied as part of equipment controlled, unless specified otherwise.
- C. Unless specified otherwise, provide fully proportional components.

### 2.3 THERMOSTATS (REQUIREMENT)

- A. Provide network based thermostats in each controlled zone with Fahrenheit (°F) scale, single temperature, gradual acting, and adjustable sensitivity. Provide covers with concealed setpoint adjustment, setpoint indication and with thermometer.
- B. Thermostats shall monitor room temperatures between 55 °F and 95 °F.
- C. Accuracy at calibration point: (+/-) 0.5 °F.
- D. The thermostat should have ability to communicate (bi directional) over the both wired and wireless network, integrated web server for connectivity from any modern web browser, automatic recognition of web browser resolution and formatting for specific screen sizes, and email and text message alerting for up to four recipients.
- E. Integrated weather current conditions and 7-day forecast.
- F. Thermostats shall have the ability to lock out the front panel of the thermostat, with temporary override time and temperature adjustment.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Check and verify location of thermostats with plans and room details before installation. Locate thermostats 60 inches (0.9 m) above floor.
- B. Occupancy Sensor Locations: Sensor locations indicated are diagrammatic. Within the design intent, reasonably minor adjustments to locations may be made in order to optimize coverage and avoid conflicts or problems affecting coverage, in accordance with manufacturer's recommendations.
- C. Contractor is responsible for coordinating, delivery, proper storage (if necessary), installation, startup and first year of labor warranty. Installation includes replacement of missing and/or damaged materials and final connections to HVAC units.

### 3.2 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections:
  - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation.
  - 2. Test and adjust controls and safeties.
  - 3. Test each control loop to verify stable mode of operation and compliance with sequence of operations.

### 3.3 DEMONSTATION

- A. Engage a factory authorized service representative to train Owner's maintenance personnel or Owner's authorized maintenance company to adjust, operate, and maintain HVAC instrumentation and controls.



## PART 4 - MATERIAL SCHEDULE (Basis of Design)

### 4.1 ECM M-1: NETWORK THERMOSTATS FOR HVAC CONTROL

#### A. Pelican Internet Programmable Thermostat TS200 (or equivalent)

1. Pelican's wireless Internet Programmable Thermostat is an affordable alternative to the wired HVAC building controls of the past. Utilizing standard thermostat to HVAC unit wiring, Pelican is able to offer a retrofit friendly thermostat that is affordable to both purchase and install in any commercial building. The Pelican thermostat is able to control up to 3 stages heat, 2 stages cool for Heat Pump systems and 2 stages heat, 2 stages cool for Conventional. It also comes with an innovative 3-wire module that allows for installations in limited wiring situations.
  - a. Seven day scheduling with up to 12 setpoints per day
  - b. Compatible with 24VAC gas, electric, or oil heating and cooling systems
  - c. Conventional and Heat Pump compatible
  - d. Voltage: 23-30VAC
  - e. 50mA power; 1.0 A running current
  - f. Setting Temperature Range – heat: 40 °F to 90 °F; cool: 50 °F to 99 °F
  - g. Differential Temperature:  $\pm 0.5$  °F
  - h. Operating Humidity Range: 5 to 90 percent

#### B. Proliphix Professional Series Thermostat NT 120/ NT 130 (or equivalent)

1. Proliphix Network Thermostats take full advantage of ubiquitous Ethernet networks and the Internet to utilize the converged business network for HVAC control. The Proliphix Network Thermostat product line is compatible with typical HVAC systems and offers all the features expected by commercial installers and system integrators. Internet connectivity and the thermostat's browser interface offer unprecedented ease of configuration, monitoring and management capabilities at a fraction of the cost of current programmable communicating thermostats. Proliphix thermostat is able to control up to 3 stages heat, 2 stages cool for Heat Pump systems and 2 stages heat, 2 stages cool for Conventional.
  - a. 4 periods per day, 366 Day Programming, 30 Special Day Groups
  - b. Temporary manual override
  - c. Compatible with 24VAC gas, electric, or oil heating and cooling systems
  - d. Conventional and Heat Pump compatible
  - e. Broad temperature range (40 °F to 90 °F)
  - f. Adjustable temperature offsets

C. Network Thermostats (Net/X) GE22-NX (or equivalent)

1. The GE22-NX communicating thermostats are designed for new or replacement commercial or residential conventional applications. The Net/X thermostats represent the latest in solid-state surface mount electronics and manufacturing techniques incorporated into an extremely low profile, ultra-slim white ABS plastic case. Both units offer "user-friendly" control of the heating/cooling equipment along with an easy-to-read vertical LCD that displays complete operating status. An included 2-wire communications port allows complete scheduling, remote control and status with a separate serial interface. A direct-wire, easy-to-install sub-base mounts directly on a standard vertical outlet box or any drywall surface using hardware provided.
  - a. Voltage: 20-30VAC, DC 24 nominal
  - b. Rated A.C. Current: 0.05 to 0.75 A continuous per output, with surges to 3 A maximum
  - c. Control Range – heat: 38 °F to 88 °F in 1° steps, cooling: 60 °F to 108 °F in 1° steps
  - d. Measurement Range: 28 °F to 124 °F
  - e. Control Accuracy: +/- 1 °F @ 68 °F
  - f. Minimum Deadband: (between heating and cooling) 2 °F

**END OF SECTION - 23 0913**





## SECTION 23 5416 FURNACES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Related Documents:

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

##### B. Section Includes:

1. Gas Furnaces

##### C. Related Sections:

1. Division 01 Section, General Requirements.
2. Division 01 Section, Special Procedures.
3. Division 03 Section, Cast-in-Place Concrete.
4. Division 23 Section, Common HVAC Requirements.
5. Division 23 Section, Instrumentation and Control Devices for HVAC.
6. Division 23 Section, Hydronic Piping for condensate piping.
7. Division 23 Section, HVAC Insulation.
8. All applicable Division 23 and 26 Sections.

#### 1.2 REFERENCES

##### A. General:

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Division 13 Section, Seismic Restraint Requirements for Non-Structural Components.
5. Refer to Division 23 Section, Common Results for HVAC for codes and standards, and other general requirements.

##### B. Code of Federal Regulations 29 CFR 1910.7 Definitions and Requirements for a Nationally Recognized Testing Laboratory (NRTL).

##### C. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE).

1. ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality.
2. AHSRAE/IES 90.1 Energy Standard for Building Except Low Rise Residential Buildings.
3. ASHRAE 15 Safety Standard for Refrigeration Systems.



- D. Air Conditioning, Heating and Refrigeration Institute (AHRI) certified
- E. ANSI – American National Standards Institute:
  - 1. ANSI/NFPA 101 – Life Safety Code.
  - 2. ANSI/NFPA 70 – National Electrical Code.
- F. California Title 24, Non-Residential
  - 1. California Building Code (CBC).
  - 2. California Mechanical Code (CMC).

### 1.3 SUBMITTALS

- A. Submit under provisions of Division 23 Section, Common Results for HVAC and Division 01 Section, General Requirements.
- B. Product Data: Submit product data, including manufacturer's SPEC-DATA® product sheet, for specified products
- C. Shop Drawings:
  - 1. Submit shop drawings in accordance with Section 01 33 00, Submittal Procedures.
  - 2. Indicate:
    - a. Equipment, piping and connections, together with valves, strainers, control assemblies, thermostatic controls, auxiliaries and hardware and recommended ancillaries which are mounted, wired and piped ready for final connection to building system, its size and recommended bypass connections.
    - b. Piping, valves and fittings shipped loose showing final location in assembly
    - c. Control equipment shipped loose, showing final location in assembly
    - d. Field wiring diagrams
    - e. Dimensions, internal and external construction details, installation clearances, recommended method of installation, sizes and location of mounting bolt holes
    - f. Detailed composite wiring diagrams for control systems showing factory installed wiring and equipment on packaged equipment or required for controlling devices or ancillaries, accessories, controllers.



**D. QUALITY ASSURANCE**

1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties
2. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements
3. Manufacturer's Instructions: Manufacturer's installation instructions

**E. Manufacturer's Field Reports: Manufacturer's field reports specified herein****F. Closeout Submittals: Submit the following:**

1. Warranty: Warranty documents specified herein
2. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance. Include names and addresses of spare part suppliers.
3. Provide brief description of unit, with details of function, operation, control and component service
4. Commissioning Report: Submit commissioning reports, report forms and schematics in accordance with Section 01 81 00, Commissioning.

**1.4 QUALITY ASSURANCE****A. Qualifications:**

1. Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project
2. Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction and approving application method

**B. Pre-installation Meetings: Conduct pre-installation meeting to verify project requirements, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings).****1.5 DELIVERY, STORAGE & HANDLING****A. General: Comply with Division 1 Product Requirements****B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays****C. Packing, Shipping, Handling and Delivery:**

1. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact
2. Ship, handle and unload units according to manufacturer's instructions

**D. Storage and Protection:**

1. Store materials protected from exposure to harmful weather conditions
2. Factory shipping covers to remain in place until installation

**1.6 WARRANTY**

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents
- C. Warranty: Commencing on Date of Installation.
  - 1. Aluminized Steel Heat Exchanger – 10 years in non-residential applications
  - 2. All other covered components – 1 year in non-residential applications

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Trane.
- B. Lennox.
- C. Rheem.
- D. Substitutions: Under provisions of Division 01 Section, General Requirements

### 2.2 GAS FURNACE

- A. Cabinet:
  - 1. Low-profile, narrow width cabinet allows easy installation
  - 2. Heavy gauge cold rolled steel construction
  - 3. Pre-painted finish
  - 4. Flanges provided on supply air opening for ease of plenum connection or alignment with indoor coil
  - 5. Foil faced insulation on sides and back of heating compartment, mat faced insulation in blower compartment
  - 6. Gas piping inlets and electrical inlets in both sides
  - 7. Door can be removed without any tools for complete service access
  - 8. Sealed blower compartment
  - 9. Safety interlock switch to automatically shut off power to unit when blower compartment access door removed
  - 10. Inner blower compartment access panel seals air leakage
  - 11. Coil match-up



**B. Heating System:**

1. Heat Exchanger Assembly
  - a. Heavy gauge aluminized steel
  - b. Multi-pass crimped seam design clamshell
  - c. Secondary heat exchanger condenser coil constructed of aluminum fins fitted to stainless steel tubes
  - d. Coil is factory tested for leaks
  - e. Laboratory life-cycle tested
  - f. Condensate drain header box assembly located in front of coil
2. Header box
  - a. Collects flue condensate for disposal through drains
  - b. Drains are located on each side of cabinet
  - c. Condensate drain trap is included for field installation
3. Flue condensate trap assembly
  - a. Mounted outside the conditioned air stream on either side of cabinet in upflow and downflow applications
  - b. Mounted below the cabinet in horizontal applications (or remotely up to 5ft away from unit)
  - c. Drain cap on trap for easy cleaning and winterizing
  - d. 90 degree street elbow furnished for ease of drain trap installation
  - e. Connections can be made with field provided PVC pipe, PVC coupling, or vinyl tubing with hose clamp
4. Inshot Burners
  - a. Aluminized steel
  - b. Burner assembly removable from the unit as single component
5. Hot Surface Ignitor
  - a. Tough, reliable, long life, trouble-free performance
  - b. Silicon nitride ignitor
  - c. Ignition leads are constructed of nickel plated copper, enclosed in high temperature Teflon® insulation
  - d. Cemented to steatite block for leakage protection
6. Two-Stage Gas Control Valve
  - a. 24 V
  - b. Redundant combination
  - c. Compact Control combines manual shutoff, automatic electric valve (dual) and gas pressure regulation
7. Combustion Air Inducer



- a. Shaded pole heavy duty blower prepurges heat exchanger and safety vents flue products
- 8. Flame Rollout Switches (2)
  - a. Factory installed on burner box with manual reset for protection from abnormal operating conditions
- 9. Limit control
- 10. Pressure switch
- C. Venting
  - 1. Can be installed in Direct Vent or Non-Direct Vent applications
- D. Blower
  - 1. Direct drive blower
  - 2. Statically and dynamically balanced
  - 3. Resiliently mounted
  - 4. Easily removed for servicing
  - 5. High efficiency constant torque blower motor
    - a. ECM(Electronically Commuted Motor)
    - b. Controlled by the Integrated Furnace Control
- E. Controls
  - 1. 24 Volt Transformer
    - a. Furnished and factory installed in control box
    - b. 40VA transformer has circuit breaker wired in series
  - 2. Field Wiring Make-up Box
    - a. For line voltage wiring
    - b. Factory installed internally on left side of furnace
    - c. Box may be installed internally or externally on either

## PART 3 - EXECUTION

### 3.1 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's written data, including product technical bulletins, product catalog installation instructions, product carton installation instructions and [Lennox Industries] SPEC-DATA® sheets.

### 3.2 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

### 3.3 INSTALLATION

- A. Install Gas Furnace in accordance with manufacturer's instructions and regulations of authorities having jurisdiction.

### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory authorized service representative to inspect, test, and adjust field assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:
  - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Remove and replace malfunctioning units and retest as specified above.

### 3.5 DEMONSTRATION

- A. Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain units. Refer to Division 01 Section, Demonstration and Training.



## PART 4 - MATERIAL SCHEDULE

### 4.1 ECM M-2: CONDENSING GAS FURNACES

- A. Trane Condensing Gas Furnace (XR95 Series or equivalent)
  - 1. Input MBH: 60 MBH and 80 MBH
  - 2. AFUE: 95%
  - 3. Temperature rise: 30-60 °F
  - 4. Blower HP: 1/3 HP (60 MBH) and 3/4 HP (80 MBH)
- B. Lennox Condensing Gas Furnace (XR95 Series or equivalent)
  - 1. Input MBH: 66 MBH and 88 MBH
  - 2. AFUE: 95%
  - 3. Temperature rise: 35-65 °F (66 MBH) and 40-70 °F (88 MBH)
  - 4. Blower HP: 1/2 HP (66 MBH) and 3/4 HP (88 MBH)
- C. Rheem Condensing Gas Furnace (R98V Series or equivalent)
  - 1. Input MBH: 56 MBH and 84 MBH
  - 2. AFUE: 98.7% (56 MBH) and 98.1% (84 MBH)
  - 3. Temperature rise: 40-60 °F
  - 4. Blower HP: 1/3 HP (56 MBH) and 3/4 HP (84 MBH)

END OF SECTION 23 5416





## **SECTION 23 8126**

### **SPLIT-SYSTEM AIR CONDITIONERS**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

###### **A. Related Documents:**

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

###### **B. Section Includes:**

1. Split-System Air Conditioners – outdoor condensing units

###### **C. Related Sections:**

1. Division 01 Section, General Requirements.
2. Division 01 Section, Special Procedures.
3. Division 03 Section, Cast-in-Place Concrete.
4. Division 23 Section, Common HVAC Requirements.
5. Division 23 Section, Instrumentation and Control Devices for HVAC.
6. Division 23 Section, Hydronic Piping for condensate piping.
7. Division 23 Section, HVAC Insulation.
8. All applicable Division 23 and 26 Sections.

##### **1.2 REFERENCES**

###### **A. General:**

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Division 13 Section, Seismic Restraint Requirements for Non-Structural Components.
5. Refer to Division 23 Section, Common Results for HVAC for codes and standards, and other general requirements.

###### **B. Code of Federal Regulations 29 CFR 1910.7 Definitions and Requirements for a Nationally Recognized Testing Laboratory (NRTL).**

###### **C. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE).**

1. ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality.
2. AHSRAE/IES 90.1 Energy Standard for Building Except Low Rise Residential Buildings.
3. ASHRAE 15 Safety Standard for Refrigeration Systems.



- D. Air Conditioning, Heating and Refrigeration Institute (AHRI)
  - 1. AHRI 210 Performance of Unitary Air Conditioning Equipment.
  - 2. AHRI 270 Sound Performance Rating of Outdoor Unitary Equipment.
  - 3. AHRI 365 Commercial and Industrial Unitary Air Conditioning Condensing Units.
- E. American Society of Testing and Materials (ASTM) B117.
- F. ANSI – American National Standards Institute:
  - 1. ANSI/NFPA 101 – Life Safety Code.
  - 2. ANSI/NFPA 70 – National Electrical Code.

### 1.3 SUBMITTALS

- A. Submit under provisions of Division 23 Section, Common Results for HVAC and Division 01 Section, General Requirements.
- B. Product Data: Include rated capacities, furnished specialties, and accessories for each type of product indicated. Include performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.
- C. Shop Drawings: Diagram power, signal, and control wiring.
- D. Manufacturer Seismic Certification: Certification that equipment, accessories, and components will withstand seismic forces defined in Division 23 Section, Vibration and Seismic Controls for HVAC including items as defined in Division 23 Section, Common Work Results for HVAC.
- E. Operation and Maintenance Data: For split-system air conditioning units to include in emergency, operation, and maintenance manuals
- F. Submit warranty documentation.

### 1.4 QUALITY ASSURANCE

- A. Equipment shall be listed or labeled by a Nationally Recognized Testing Laboratory (NRTL) recognized under 29 CFR 1910.7.
- B. Test and rate cooling systems in accordance with AHRI 210.
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2016 Section 5, Systems and Equipment and Section 7, Construction and Startup.
- D. ASHRAE/IESNA 90.1-2016 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2016 Section 6, Heating, Ventilating, and Air Conditioning.
- E. Comply with ASHRAE Standard 15-2013, Safety Standard for Refrigeration Systems.
- F. Unit sound performance rating in accordance with AHRI 270.
- G. Unit will be constructed in accordance with UL standards and will carry the UL label of approval. Unit will have c-UL-us approval.
- H. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

### 1.5 WARRANTY

- A. Warranty of materials and workmanship as outlined in Division 23 Section, Common HVAC Requirements and Division 01 Section, General Requirements.



- B. Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air conditioning units that fails in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years parts and compressor warranty from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Carrier
- B. Trane
- C. Goodman
- D. Substitutions: Under provisions of Division 01 Section, General Requirements

### 2.2 CONDENSING UNIT

- A. Unit Cabinet: Unit cabinet will be constructed of galvanized steel and coated with a powder coat paint.
- B. Fan:
  - 1. Condenser fan will be direct drive propeller type, discharging air upward.
  - 2. Condenser fan motors will be totally enclosed, 1 phase type with class B insulation and permanently lubricated bearings. Shafts will be corrosion resistant.
  - 3. Fan blades will be statically and dynamically balanced.
  - 4. Condenser fan openings will be equipped with coated steel wire safety guards.
- C. Compressor:
  - 1. Compressor will be hermetically sealed.
  - 2. Compressor will be mounted on rubber vibration isolators.
- D. Condenser Coils:
  - 1. Condenser coil will be air cooled.
  - 2. Coil will be constructed of aluminum fins mechanically bonded to copper tubes which are then cleaned, dehydrated, and sealed.
- E. Refrigeration Components:
  - 1. Refrigeration circuit components will include liquid line shutoff valve with sweat connections, vapor line shutoff valve with sweat connections, system charge of Puron (R-410A) refrigerant, and compressor oil.
  - 2. Unit will be equipped with high pressure switch, low pressure switch and filter drier for Puron refrigerant.

### 2.3 ACCESSORIES

- A. Control equipment and sequence of operation are specified in Division 23 Sections, Instrumentation and Control for HVAC and Sequence of Operations for HVAC Controls.
- B. Provide low voltage, adjustable thermostat input point to control cooling operation and supply fan to maintain temperature setting.



1. Include system selector switch COOL/OFF and fan control switch ON/AUTO.
  2. Locate thermostat in room as shown on the Mechanical Drawings.
- C. Provide remote mounted fan control switch ON/AUTO.
- D. Provide in-pan condensate pump complete with piping, floats, controls, etc.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install units, level, and plumb.
- B. Install evaporator fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install compressor condenser components on 4 inch (100 mm) thick, reinforced concrete base; 4 inches (100 mm) larger on each side than unit. Concrete, reinforcement, and formwork are specified in Division 03 Section, Cast-in-Place Concrete. Coordinate anchor installation with concrete base.
- D. Install roof mounting compressor condenser components on equipment supports. Anchor units to supports with removable, cadmium plated fasteners.
- E. Install seismic restraints per site requirements as defined by Architect and/or Structural Engineer.
- F. Refer to Division 23 Section, Vibration and Seismic Controls for HVAC Piping and Equipment.
- G. Install in pan condensate pump and route discharge to nearest code approved location. Discharge to drain shall be open sight and with an air gap.

### 3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 Sections. Drawings furnished by the Contractor indicate general arrangement of piping, fittings, and specialties.
  1. Condensate Pump Connections: Comply with requirements in Division 23 Section, Hydronic Piping. Comply with disconnect requirements for power in Division 26.
- B. Install piping adjacent to unit to allow service and maintenance.
- C. Duct Connections: Duct installation requirements are specified in Division 23 Section, Metal Ducts. Drawings indicate the general arrangement of ducts. Connect supply ducts to split-system air conditioning units with flexible duct connectors. Flexible duct connectors are specified in Division 23 Section, Air Duct Accessories.
- D. Ground equipment according to Division 26 Section, Grounding and Bonding for Electrical Systems.
- E. Electrical Connections: Comply with requirements in Division 26 Sections for power wiring, switches, and motor controls.

### 3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory authorized service representative to inspect, test, and adjust field assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:



1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Remove and replace malfunctioning units and retest as specified above.
- 3.4 DEMONSTRATION
- A. Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain units. Refer to Division 01 Section, Demonstration and Training.

## PART 4 - MATERIAL SCHEDULE

### 4.1 ECM M-2: SPLIT AIR CONDITIONING SYSTEM

- A. Carrier Split Outdoor Condensing Unit (CA16 Series or equivalent)
  - 1. Nominal Capacity: 3.0, 4.0, and 5.0 tons
  - 2. SEER: 16
  - 3. Refrigerant – Puron (R-410A)
  - 4. Condenser Fan Motor Size: 1/12 HP (3.0 ton) and 1/4 HP (4.0 and 5.0 ton)
  - 5. Condenser Fan Motor Speed: 1100 RPM (3.0 ton) and 800 RPM (4.0 and 5.0 ton)
- B. Goodman Split-System Outdoor Condensing Unit (GSX14 Series or equivalent)
  - 1. Nominal Capacity: 3.0, 4.0, and 5.0 tons
  - 2. SEER: 14
  - 3. Refrigerant – Puron (R-410A)
  - 4. Condenser Fan Motor Size: 1/6 HP (3.0 ton) and 1/4 HP (4.0 and 5.0 ton)
- C. Trane Split-System Cooling Outdoor Condensing Unit (GSX14 Series or equivalent)
  - 1. Nominal Capacity: 3.0, 4.0, and 5.0 tons
  - 2. SEER: 4
  - 3. Refrigerant – Puron (R-410A)
  - 4. Condenser Fan Motor Size: 1/8 HP (3.0 ton) and 1/5 HP (4.0 and 5.0 ton)

END OF SECTION 23 8126



## **SECTION 23 8143**

### **AIR SOURCE UNITARY HEAT PUMPS**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

###### **A. Related Documents:**

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

###### **B. Section Includes:**

1. Wall Mount Air Source Heat Pumps.

###### **C. Related Sections:**

1. Division 01 Section, General Requirements.
2. Division 01 Section, Special Procedures.
3. Division 23 Section, Common HVAC Requirements.
4. Division 23 Section, Instrumentation and Control Devices for HVAC.
5. Division 23 Section, Hydronic Piping for condensate piping.
6. Division 23 Section, HVAC Insulation.

##### **1.2 REFERENCES**

###### **A. General:**

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Division 13 Section, Seismic Restraint Requirements for Non-Structural Components.
5. Refer to Division 23 Section, Common Results for HVAC for codes and standards, and other general requirements.

###### **B. Code of Federal Regulations 29 CFR 1910.7 Definitions and Requirements for a Nationally Recognized Testing Laboratory (NRTL).**

###### **C. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)**

1. ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality.
2. AHSRAE/IES 90.1 Energy Standard for Building Except Low Rise Residential Buildings.
3. ASHRAE 15 Safety Standard for Refrigeration Systems.

###### **D. Air Conditioning, Heating and Refrigeration Institute (AHRI)**



1. AHRI 210 Performance of Unitary Air Conditioning Equipment.
  2. AHRI 270 Sound Performance Rating of Outdoor Unitary Equipment.
- E. American Society of Testing and Materials (ASTM)
1. ASTM B117.
  2. ASTM A653.
- F. ANSI – American National Standards Institute:
1. ANSI/NFPA 101 – Life Safety Code.
  2. ANSI/NFPA 70 – National Electrical Code.
- G. National Electrical Manufacturers Association (NEMA) Publications.
- H. California Title 24, Non-Residential: Section 120 (Mechanical).

### 1.3 SUBMITTALS

- A. Submit under provisions of Division 23 Section, Common Results for HVAC and Division 01 Section, General Requirements.
- B. Product Data: Manufacturer's installation instructions, descriptive literature, operating instructions, and maintenance and repair data.
- C. Performance Rating: Submit catalog selection data showing equipment ratings and compliance with required cooling and heating capacities EER and HSPF values as applicable.
- D. Manufacturer Seismic Certification: certification that equipment, accessories, and components will withstand seismic forces defined in Division 23 Section, Vibration and Seismic Controls for HVAC including items as defined in Division 23 Section, Common Work Results for HVAC.
- E. Submit warranty documentation.

### 1.4 QUALITY ASSURANCE

- A. Equipment shall be listed or labeled by a Nationally Recognized Testing Laboratory (NRTL) recognized under 29 CFR 1910.7.
- B. Test and rate cooling systems in accordance with AHRI 210.
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2016 Section 5, Systems and Equipment and Section 7, Construction and Startup.
- D. ASHRAE/IESNA 90.1-2016 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2016 Section 6, Heating, Ventilating, and Air Conditioning.
- E. Comply with ASHRAE Standard 15-2013, Safety Standard for Refrigeration Systems.
- F. Unit sound performance rating in accordance with AHRI 270.
- G. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

### 1.5 WARRANTY

- A. Warranty of materials and workmanship as outlined in Division 23 Section, Common HVAC Requirements and Division 01 Section, General Requirements.
- B. Provide five year Refrigerant Compressor warranty and one year Parts warranty.





## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Mavair
- B. Bard
- C. Substitutions: Under provisions of Division 01 Section, General Requirements

### 2.2 AIR SOURCE UNITARY HEAT PUMPS

- A. General: Heat pump units shall be type, size, and configuration indicated. Designed for outdoor wall mount installation.
- B. Unitary heat pumps shall bear the United States Environmental Protection Agency, Energy Star label and shall have a minimum Coefficient of Performance (COP) of 3.0 and a minimum Energy Efficiency Ratio (EER) of 11, at full load. The new heat pump shall feature minimum of 2 stage compressor and minimum integrated part load value (IPLV) of 14.
- C. The exterior cabinet shall be constructed of 20 gauge zinc-coated, galvanized G60 steel with a satin beige polyester finish and shall meet the corrosion protection requirements of ASTM standard A653. The finish shall be highly resistant to abrasion, metal marking, staining, pressure mottling, and require minimal maintenance. The cabinet shall include a sloped top and built-in mounting flanges. The conditioned air section shall be insulated with 1/2 inch, 2 pound c density fiberglass.
- D. Filters: One inch filament spun glass type filter shall be mounted internally, factory supplied, and accessible through an external panel.
- E. Compressor and Refrigerant Circuit: The compressor shall be a hermetic scroll type with vibration isolation. The refrigeration circuit shall contain a filter dryer and a fixed metering device. The refrigeration circuit shall include a high pressure switch and a loss of charge switch with a lockout relay. The compressor motor shall be protected by an internal line break thermostat. Electrical wiring connections at the compressor shall be protected by molded plug.
- F. Outdoor Section:
  - 1. The outdoor coil shall be constructed of aluminum plate fins mechanically bonded to seamless copper tubes.
  - 2. Outdoor fan shall be direct driven, propeller type for quiet operation. The outdoor motor shall be equipped with a thermal protector. The condenser shall be horizontal discharge design with a heavy duty vinyl coated wire coil guard.
  - 3. HVAC out door protective cage: The metal cage will fully enclose the modular wall mounted heat pump unit. Cage front should swing open on hinges for maintenance access and should be secured with padlocks. The cage should be coated in industrial black powder-coated finish.
- G. Indoor Section:
  - 1. The indoor coil shall be constructed of aluminum plate fins mechanically bonded to seamless copper tubes.



2. The indoor blower motor shall be an electronically commutated type motor. The motor's control shall be encapsulated to prevent water from reaching its electronic components. The motor shall automatically deliver constant airflow over a wide range of external static pressures by changing its torque and speed without external sensors. The motor shall be factory programmed to slowly ramp up the speed to eliminate the abrupt change in sound when the motor starts.
3. The evaporator drain pan shall be sloped for proper drainage.

H. Accessories:

1. Economizer shall be field / factory installed; and shall include fully modulating 0-100 percent motor and dampers, barometric relief, and dry bulb and/or enthalpy controls.

### 2.3 OPERATING CONTROLS

- A. Provide low voltage, adjustable thermostat input point to control heating/cooling operation and supply fan to maintain temperature setting.
  1. Include system selector switch HEAT/COOL/OFF and fan control switch ON/AUTO.
  2. Locate thermostat in room as shown on the Drawings.
- B. Provide remote mounted fan control switch ON/AUTO.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine areas and conditions under which units are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide adequate bracing and vibration isolation in accordance with seismic code requirements.
- C. Provide adequate drainage connections and routing for condensate.
- D. Contact manufacturer to review installation procedures for all field installed accessories.
- E. Line and control voltage connections shall be made to the appropriate terminals within the heat pump's control box.
- F. All external control devices shall be wired to the appropriate terminals within the heat pump's control box.
- G. Perform all miscellaneous wiring not specifically shown on the Electrical Drawings in order that all field installed accessories operate in accordance with the manufacturer's intentions.

### 3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory authorized service representative to inspect, test, and adjust field assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:



1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Remove and replace malfunctioning units and retest as specified above.

## PART 4 - MATERIAL SCHEDULE

### 4.1 ECM M-3: WALL-MOUNT HEAT PUMPS

A. Mavair Wall Mount Heat Pumps (HVPSA Series or equivalent) – 3 Tons and 4 Tons (Respectively)

1. Cooling System Capacity, Efficiency and Airflow Ratings
  - a. Cooling Capacity: 35,000 BTUH; 39,000 BTUH; and 47,000 BTUH
  - b. EER 2 Stage Operation: 11.00 for all units
  - c. Airflow: 1,200 CFM; 1,300 CFM; and 1,750 CFM
2. Heating Capacity, Efficiency and Airflow Ratings
  - a. High Temperature Heating Capacity: 31,400 BTUH; 37,600 BTUH; and 39,000
  - b. High Temperature COP: 3.20; 3.15; and 3.0
  - c. Airflow: 1,200 CFM; 1,300 CFM; and 1,750 CFM

B. Bard Wall Mount Heat Pumps (T36S1; T42S1; and T48S1 Series or equivalent)

1. Cooling System Capacity, Efficiency and Airflow Ratings
  - a. Cooling Capacity: 33,800 BTUH; 39,500 BTUH; and 46,500 BTUH
  - b. EER 2 Stage Operation: 11.0 for all units
  - c. IPV: 14.7; 14.6; 15.0
  - d. Airflow: 1,100 CFM; 1,250 CFM; and 1,550 CFM
2. Heating Capacity, Efficiency and Airflow Ratings
  - a. High Temperature Heating Capacity: 20,000 BTUH; 23,000BTUH; and 27,000 BTUH
  - b. High Temperature COP: 3.40; 3.30; and 3.50
  - c. Airflow: 1,100 CFM; 1,250 CFM; and 1,550 CFM

END OF SECTION 23 8143



## **SECTION 26 0160 ELECTRICAL DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section includes:**

1. Removal of existing electrical feeders, receptacles, electrical conduits/conductors associated with mechanical equipment intended to be demolished or replaced.
2. Contractor shall provide electrical demolition required for work noted on drawings.
3. The Contractor shall dispose of demolished electrical equipment as directed by the Owner. The Owner has first right of refusal for all equipment including copper cabling.

#### **1.2 REFERENCES**

**A. Environmental Protection Agency (EPA) Regulations:**

1. 40 CFR 261, Identification and Listing of Hazardous Waste.
2. 40 CFR 263, Standards Applicable to Transporters of Hazardous Wastes.
3. Hazardous Waste Facilities.

**B. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulation:**

1. 29 CFR 1910 Subpart G, Occupational Health and Environmental Control.

**C. Department of Transportation (DOT):**

1. 49 CFR 178, Regulations for Shipping Container Specifications.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS AND EQUIPMENT**

- A. Materials and equipment for patching and extending work: As specified in individual Sections, if applicable.**

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.**
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.**
- C. Demolition drawings are based on casual field observation and existing record documents. Report discrepancies to Engineer before disturbing existing installation.**
- D. Beginning of demolition means installer accepts existing conditions.**

#### **3.2 PREPARATION**



- A. Disconnect electrical systems in and under walls, concrete, and structures scheduled for removal.
- B. Coordinate electrical outages with the Facility.
- C. Provide temporary wiring and connections to maintain existing systems in-service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

### 3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish existing electrical work under provisions of this Section and as indicated on the drawings.
- B. Remove abandoned wiring to source of supply unless otherwise indicated.
- C. Remove exposed abandoned conduit. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect and remove abandoned distribution equipment.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.
- F. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

### 3.4 CLEANUP AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.

**END OF SECTION 26 0160**





**EXHIBIT B  
ENERGY SERVICES CONTRACT**

**SHORT-FORM GENERAL CONDITIONS**

**for**

**CONTRACT OF CONSTRUCTION**

**FOR HVAC PROJECT**

**GOLD TRAIL UNION ELEMENTARY SCHOOL DISTRICT**

**September 17, 2018**

## **SUMMARY OF CONTENTS**

ARTICLE 1:	GENERAL CONDITIONS .....	1
ARTICLE 2:	OWNER.....	2
ARTICLE 3:	THE CONTRACTOR.....	4
ARTICLE 4:	ADMINISTRATION OF THE CONTRACT.....	10
ARTICLE 5:	SUBCONTRACTORS .....	14
ARTICLE 6:	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS .....	15
ARTICLE 7:	CHANGES IN THE WORK .....	16
ARTICLE 8:	TIME.....	18
ARTICLE 9:	PAYMENTS AND COMPLETION.....	21
ARTICLE 10:	PROTECTION OF PERSONS AND PROPERTY .....	23
ARTICLE 11:	INSURANCE AND BONDS .....	24
ARTICLE 12:	UNCOVERING AND CORRECTION OF WORK.....	26
ARTICLE 13:	MISCELLANEOUS PROVISIONS.....	27
ARTICLE 14:	TERMINATION OR SUSPENSION OF THE CONTRACT.....	29



## TABLE OF CONTENTS

TABLE OF CONTENTS .....	ii	3.9	CONTRACTOR'S CONSTRUCTION SCHEDULES .....	6
<b>ARTICLE 1 - GENERAL CONDITIONS</b> ....	1	3.10	DOCUMENTS AND SAMPLES AT THE SITE .....	6
1.1 BASIC DEFINITIONS .....	1	3.11	SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES .....	6
1.1.1 The Contract Documents .....	1	3.11.1	Shop Drawings .....	7
1.1.2 The Contract .....	1	3.11.2	Samples .....	7
1.1.3 The Work .....	1	3.11.3	Contractor's Responsibility .....	7
1.1.4 The Project.....	1	3.11.4	Extent of Review.....	7
1.1.5 The Drawings.....	1	3.11.5	Substitution.....	7
1.1.6 The Specifications.....	2	3.12	CLEANING UP .....	7
1.1.7 The Project Manual.....	2	3.13	ACCESS TO WORK.....	8
1.1.8 Or .....	2	3.14	ROYALTIES AND PATENTS .....	8
1.1.9 Completion.....	2	3.15	INDEMNIFICATION.....	8
1.2 EXECUTION, CORRELATION AND INTENT .....	2	3.15.1	Scope: Contractor.....	8
1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS. ....	2	3.15.2	Scope: Subcontractors .....	9
<b>ARTICLE 2 OWNER</b> .....	2	3.15.2.1	Indemnity .....	9
2.1 DEFINITION .....	2	3.15.2.2	Joint and Several Liability .....	9
2.2 EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE	3	3.15.3	No Limitation .....	9
2.3 OWNER'S RIGHT TO STOP THE WORK.....	3	3.16	NOTICE OF EXCUSE FOR NONPERFORMANCE .....	10
2.4 OWNER'S RIGHT TO CARRY OUT THE WORK .....	3	<b>ARTICLE 4 - ADMINISTRATION OF THE CONTRACT</b> .....		10
<b>ARTICLE 3 - THE CONTRACTOR</b> .....	4	4.1	ARCHITECT .....	10
3.1 DEFINITION .....	4	4.2	ARCHITECT'S ADMINISTRATION OF THE CONTRACT .....	10
3.2 SUPERVISION AND CONSTRUCTION PROCEDURES .....	4	4.2.1	Status .....	10
3.2.1 Contractor .....	4	4.2.2	Limitations of Construction Responsibility .....	10
3.2.2 Contractor Responsibility .....	5	4.2.3	Communications Facilitating Contract Administration .....	10
3.2.3 Obligations not Changed by Others' Actions.....	5	4.2.4	Rejection of Work .....	10
3.2.4 Contractor Responsibility for Readiness for Work.....	5	4.3	INSPECTOR OF RECORD .....	11
3.3 SUPERINTENDENT .....	5	4.4	RESPONSIBILITY FOR ADDITIONAL CHARGES .....INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES .....	11
3.4 LABOR AND MATERIALS .....	5	4.5	CLAIMS .....	11
3.5 WARRANTY .....	5	4.5.1	General .....	11
3.6 TAXES.....	5	4.5.2	Claims for Concealed or Unknown Conditions .....	12
3.7 PERMITS, FEES AND NOTICES .....	6			
3.8 ALLOWANCES.....	6			

4.5.2.1	Trenches or Excavations Less Than Four Feet below the Surface.....	12
4.5.2.2	Trenches or Excavations Greater Than Four Feet Below the Surface.....	12
4.6	PROCEDURES FOR CLAIMS .....	13
	<b>ARTICLE 5 - SUBCONTRACTORS.....</b>	<b>14</b>
5.1	DEFINITIONS .....	14
5.1.1	Subcontractor .....	14
5.1.2	Sub-Subcontractor .....	14
5.2	AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK .....	14
5.3	SUBCONTRACTUAL RELATIONS .....	14
5.4	CONTINGENT ASSIGNMENT OF SUBCONTRACTS.....	14
	<b>ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS .....</b>	<b>15</b>
6.1	OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS .....	15
6.1.1	Owner's Rights .....	15
6.1.2	Contractor's Duties.....	15
6.1.3	Owner Obligations.....	15
6.2	MUTUAL RESPONSIBILITY .....	15
6.2.1	Delivery and Storage .....	15
6.2.2	Notice by Contractor .....	15
	<b>ARTICLE 7 - CHANGES IN THE WORK .....</b>	<b>16</b>
7.1	CHANGES .....	16
7.1.1	No Changes Without Authorization .....	16
7.1.2	Architect Authority .....	16
7.2	CHANGE ORDERS ("CO") .....	16
7.3	CONSTRUCTION CHANGE DIRECTIVES ("CCD").....	16
7.4	REQUEST FOR INFORMATION ("RFI").....	17
7.5	REQUEST FOR PROPOSAL ....("RFP") .....	17
7.6	CHANGE ORDER REQUEST .("COR") .....	17
7.7	COST OF CHANGE ORDERS .....	17
7.7.1	Scope.....	17

7.7.2	Determination of Cost .....	18
7.7.3	Accounting Records .....	18
7.7.4	Notice Required.....	18
	<b>ARTICLE 8 - TIME .....</b>	<b>18</b>
8.1	DEFINITIONS.....	18
8.1.1	Contract Time.....	18
8.1.2	Notice to Proceed .....	18
8.1.3	Days.....	19
8.2	HOURS OF WORK.....	19
8.2.1	Sufficient Force .....	19
8.2.2	Performance During Working Hours .....	19
8.2.3	Labor Code Application .....	19
8.3	PROGRESS AND COMPLETION.....	19
8.4	EXTENSIONS OF TIME - LIQUIDATED DAMAGES .....	19
8.4.1	Excusable Delay .....	19
8.4.2	Notice by Contractor Required .....	20
8.4.3	Compensable Delay (Time and Money) .....	20
8.4.4	Early Completion .....	20
8.4.5	Liquidated Damages.....	20
8.5	Government Approvals.....	20
	<b>ARTICLE 9 - PAYMENTS AND COMPLETION.....</b>	<b>21</b>
9.1	CONTRACT SUM .....	21
9.2	COST BREAKDOWN .....	21
9.3	APPLICATIONS FOR PAYMENT ....	21
9.4	REVIEW OF PROGRESS PAYMENT .....	21
9.5	DECISIONS TO WITHHOLD PAYMENT .....	21
9.6	PROGRESS PAYMENTS .....	21
9.7	COMPLETION OF THE WORK .....	22
9.8	PARTIAL OCCUPANCY OR USE.....	22
9.9	ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT .....	22
9.10	SUBSTITUTION OF SECURITIES ...	22
	<b>ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY .....</b>	<b>22</b>
10.1	SAFETY PRECAUTIONS AND PROGRAMS.....	22
10.2	SAFETY OF PERSONS AND PROPERTY .....	23
10.3	PROTECTION OF WORK AND PROPERTY .....	23

10.4	EMERGENCIES .....	24	13.4.6	Costs for Premature Test .....	28
10.5	HAZARDOUS MATERIALS .....	24	13.4.7	Tests or Inspections not to Delay Work 28	
<b>ARTICLE 11 - INSURANCE AND BONDS .....</b>			<b>13.5 TRENCH EXCAVATION .....</b>		
<b>11.1 CONTRACTOR'S LIABILITY</b>			<b>13.6 DEBARMENT .....</b>		
<b>INSURANCE .....</b>			<b>13.7 ASSIGNMENT OF ANTITRUST CLAIMS .....</b>		
11.1.1	Liability Insurance Requirements .....	24	13.8	AUDIT .....	29
11.1.2	Additional Insured Endorsement Requirements .....	25	13.9	STORM WATER DISCHARGE PERMIT .....	29
11.1.3	Workers' Compensation Insurance .....	25	<b>ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT .....</b>		
11.1.4	Builder's Risk/All Risk Insurance ....	25	<b>14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE .....</b>		
11.1.5	Fire Insurance .....	25	<b>14.2 TERMINATION BY THE OWNER FOR CAUSE .....</b>		
11.1.6	Other Insurance .....	25	14.2.1	Grounds for Termination .....	30
11.1.7	Proof of Carriage of Insurance .....	25	14.2.2	Notification of Termination .....	30
11.1.8	Compliance .....	26	14.2.3	Payments Withheld .....	30
11.2	PERFORMANCE AND PAYMENT BONDS .....	26	14.2.4	Payments Upon Completion .....	30
<b>ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK .....</b>			14.2.5	Inclusion of Termination for Convenience .....	31
12.1	UNCOVERING OF WORK .....	26	<b>14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR ..... CONVENIENCE</b>		
12.2	CORRECTION OF WORK; WARRANTY .....	26	<b>31</b>		
<b>ARTICLE 13 - MISCELLANEOUS PROVISIONS .....</b>			14.3.1	Suspension by Owner .....	31
13.1	GOVERNING LAW .....	27	14.3.1.1	Adjustments .....	31
13.2	SUCCESSORS AND ASSIGNS .....	27	14.3.1.2	Adjustments for Fixed Cost .....	31
13.3	RIGHTS AND REMEDIES; NO WAIVER .....	27	14.3.2	Termination by the Owner for Convenience .....	31
13.4	TESTS AND INSPECTIONS .....	27	14.4	NOT A WAIVER .....	32
13.4.1	Independent Testing Laboratory .....	27	<b>14.5 MUTUAL TERMINATION FOR CONVENIENCE .....</b>		
13.4.2	Advance Notice to Inspector of Record 27		<b>14.6 EARLY TERMINATION .....</b>		
13.4.3	Testing Off-Site .....	28			
13.4.4	Additional Testing or Inspection .....	28			
13.4.5	Costs for Retesting .....	28			

# 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, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) 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. In the event of any conflict between the Specifications and the Agreement and General Conditions, the Agreement and General Conditions shall control.

**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 any construction manager and the Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**1.1.3 The Work.** The “Work” shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items and submission of documents. The Work shall constitute a “work of improvement” under Civil Code section 8050 and Public Contract Code section 7107.

**1.1.4 The Project.** The “Project” is the total construction of the Work performed in accordance with the Contract Documents. Where applicable, however, the Project may also 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, sample forms, Agreement, Conditions of the Contract, and Specifications.

**1.1.8 OR.** “Or” shall include “and/or.”

**1.1.9 COMPLETION.** Statutory definitions of “Completion” and “Complete” shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete.”

**1.2 EXECUTION, CORRELATION AND INTENT** - 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. 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. 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. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

**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.

## **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 or the Owner’s authorized representatives, including, but not limited to, architects and construction managers. To the extent the Contract Documents indicate

that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

## **2.2 EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE –**

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 request for proposals. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work. 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.

The Contractor may rely upon the accuracy of any utility services or site survey information that the Owner may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

**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 as required by paragraph 12.2, 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 Work or any portion thereof, until the Contractor corrects the deficiencies.

**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, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract. Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to

perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 THE CONTRACTOR**

**3.1 DEFINITION** - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. 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. The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.2.1 Contractor.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If part of the Project is performed by other contractors Owner directly retains, and the Owner does not retain a construction manager for the Project, Contractor shall be responsible for the coordination and sequencing of its Work with those other contractors so as to avoid any impact on the Contract schedule. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.3.

If part of the Project is performed by other contractors Owner directly retains, and Owner retains a construction manager, the Owner and construction manager shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's, and any construction manager's, construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences within a given activity or set of activities. Contractor shall not commit, or permit, any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

**3.2.2 Contractor Responsibility.** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

**3.2.3 Obligations not Changed by Others' Actions.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to, any construction manager, the 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** - 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. 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. 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** - 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. The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

**3.5 WARRANTY** - For the period of one (1) year after Completion of the Work, 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, per Section 12.2.

**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** - 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 13.4.1, unless a different mileage range is specified in the Contract Documents.

**3.8 ALLOWANCES** - 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.

**3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES** - The Contractor, promptly after executing the Contract, shall prepare and submit for the Owner's and any construction manager's information the baseline construction schedule for the Work, which shall conform to the Contract Documents requirements. 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 (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. 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. In connection with the DSA Construction Oversight Process, which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures. 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 Contract.

**3.10 DOCUMENTS AND SAMPLES AT THE SITE** - The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

**3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

**3.11.1 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. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. 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.

**3.11.2 Samples.** The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

**3.11.3 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. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data and samples in accordance with the Contract Documents. Any submission, which in Architect’s opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Architect has approved the submission.

**3.11.4 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 not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Architect has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

**3.11.5 Substitution.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words “or equal.” The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

**3.12 CLEANING UP** - 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 safe, neat and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress

payments and/or retention. 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.

**3.13 ACCESS TO WORK** - The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

**3.14 ROYALTIES AND PATENTS** - 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, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, and 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, unless Contractor has reason to believe it is an infringement of a patent and does not inform Architect.

### **3.15 INDEMNIFICATION**

**3.15.1 Scope: Contractor.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the 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, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy

limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

### **3.15.2 Scope: Subcontractors.**

**3.15.2.1 Indemnity.** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the 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. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

**3.15.2.2 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.

**3.15.3 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.

**3.16 NOTICE OF EXCUSE FOR NONPERFORMANCE** - If Contractor believes that acts or omissions of Owner (including, but not limited to, Owner-caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under these General Conditions, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

## **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

**4.1 ARCHITECT** - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement.

### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**4.2.1 Status.** The Architect may provide administration of the Contract as described in the Contract Documents and may be one of several Owners' representatives during construction.

**4.2.2 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, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

**4.2.3 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

**4.2.4 Rejection of Work.** In addition to the rights, duties, and obligations of the Inspector of Record under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

**4.3 INSPECTOR OF RECORD** - One or more Project inspectors (“Inspector of Record”) employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record’s duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor’s responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications. The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property.

**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.

#### **4.5 CLAIMS**

**4.5.1 General.** A “Claim” is a separate demand by the Contractor sent by registered mail or certified mail, return receipt requested, for (a) a time extension, including without limitation, a request for relief from damages or penalties for delay assessed by the Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the local agency. A Claim includes any dispute Contractor may have with the Owner, including one regarding an alleged breach of contract by the Owner. The responsibility to substantiate Claims shall rest with the Contractor, including any pass through claims for which Contractor will comply with Public Contract Code section 9204(d)(5).

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and Owner. If Contractor intends to rely on Owner’s acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.16, above. A timely decision by the Owner shall be provided. Claims must be made in writing within fifteen (15) days of the earliest of the following events: (a) Completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; or (c) Contractor’s submission of a final progress payment application. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a

Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall furnish reasonable documentation to support each Claim and shall certify, at the time of submission of a Claim, as follows:

I, \_\_\_\_\_, being the \_\_\_\_\_ (Must be an officer) of \_\_\_\_\_ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: \_\_\_\_\_

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. A condition precedent will not have been satisfied.

#### **4.5.2 Claims for Concealed or Unknown Conditions**

**4.5.2.1 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. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Claims.

**4.5.2.2 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:

4.5.2.2.1 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, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available in the request for proposals.

(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.

4.5.2.2.2 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 or, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 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 the Contract Completion deadline, 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.

**4.6 PROCEDURES FOR CLAIMS** Notwithstanding any other provision herein, Claims shall be handled pursuant to the procedures set forth in Public Contract Code section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions. In addition, for claims that are \$375,000 or less, the provisions of Public Contract Code section 20104 *et seq.* also apply, to the extent they do not conflict with Public Contract Code section 9204. Owner may request additional documentation from Contractor within applicable time periods. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 *et seq.* after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.



The requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing 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 mediation as soon as reasonably possible.

## **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.

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK** - Subcontractors shall be listed by Contractor pursuant to Public Contract Code section 4104. Subcontractor substitution shall be handled in accordance with Public Contract Code sections 4107 and 4107.5. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the Completion of the Work.

**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.

**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.

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**6.1.1 Owner's Rights.** The Owner reserves the right to perform Project work with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under contract conditions 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 the Contract Documents.

**6.1.2 Contractor's 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. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.3.

**6.1.3 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.

#### **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.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 CHANGES**

**7.1.1 No Changes without Authorization.** The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and the Owner reserves the right to require Contractor to perform such work. 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 for a minor change in the Work as herein provided. 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 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 claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

**7.1.2 Architect Authority.** The Owner will have 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 Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

**7.2 CHANGE ORDERS ("CO")** - A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement 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.

**7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")** - A CCD is a written unilateral order prepared by the Architect and signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The 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 the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the notice, COR and claim procedures if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

**7.4 REQUEST FOR INFORMATION (“RFI”)** - 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. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents. The Owner and Contractor agree that an adequate time period for the Architect to respond to an RFI is generally fourteen (14) calendar days after the Architect’s receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect’s professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The 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”)** - An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

**7.6 CHANGE ORDER REQUEST (“COR”)** - A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. A COR shall also include any additional time required to Complete the Project. 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 section 3.9 and Division 1 of the Specifications.

## **7.7 COST OF CHANGE ORDERS**

**7.7.1 Scope.** Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of 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. Changes may be made by Owner by an appropriate written CO, or, at the Owner’s option, such changes shall be implemented immediately upon the Contractor’s receipt of an appropriate written CCD.

**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 proposal, 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. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.

**7.7.3 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.

**7.7.4 Notice Required.** If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for Completion, it shall give the Owner and the Architect written notice of the potential change within five (5) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

## **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.** The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which 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 Force.** 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 ½) 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 ½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8.3 PROGRESS AND COMPLETION** - 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. 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. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

## **8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

**8.4.1 Excusable Delay.** The Contractor shall not be charged for liquidated damages,

as set forth in the Agreement, because of any delays in Completion of the Work due to acts of God, acts of public enemy, acts of Government, 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, strikes, unusually severe weather, or delays of subcontractors due to such causes.

**8.4.2 Notice by Contractor Required.** The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for Completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

**8.4.3 Compensable Delay (Time and Money).** Compensable delays are those excusable delays (see above) for which Contractor is also entitled to monetary compensation. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

**8.4.4 Early Completion.** Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its Work in a shorter period than established in the Contract Documents.

**8.4.5 Liquidated Damages.** Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement. For purposes of liquidated damages, the concept of substantial completion shall not constitute Completion and is not part of this agreement.

**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 and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**9.2 COST BREAKDOWN** - On forms approved by the Owner within ten (10) days of the execution of the Agreement, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

**9.3 APPLICATIONS FOR PAYMENT** - 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 Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. 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. 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.

**9.4 REVIEW OF PROGRESS PAYMENT** - 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. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

**9.5 DECISIONS TO WITHHOLD PAYMENT** - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents or based on stop payment notices.

**9.6 PROGRESS PAYMENTS** - Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Owner shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201.



**9.7 COMPLETION OF THE WORK** - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is Complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.

**9.8 PARTIAL OCCUPANCY OR USE** - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that 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.

**9.9 ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT** - If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for progress payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully Complete. After Completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 8182. Contractor shall, upon receipt of final progress payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final progress payment shall be accompanied by the same details required for monthly progress payments. Acceptance of final progress 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.

**9.10 SUBSTITUTION OF SECURITIES** - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used 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** - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in

connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Work, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone 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. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

**10.2 SAFETY OF PERSONS AND PROPERTY** - 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. 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.

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.

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.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.15 of these General Conditions, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

**10.3 PROTECTION OF WORK AND PROPERTY** - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

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.

**10.4 EMERGENCIES** - 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. 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** - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor or the Owner.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1. CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1 Liability Insurance Requirements.** By the earlier of the deadline set forth in the request for proposals or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement, as will protect the Contractor from claims, 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. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

**11.1.2 Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds.

**11.1.3 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 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.

**11.1.4 Builder's Risk / "All Risk" Insurance.** Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. 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, and any other person or entity with an insurable interest in the Work as an additional named insured.

**11.1.5 Fire Insurance.** Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

**11.1.6 Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

**11.1.7 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, and such approval shall not be unreasonably withheld.

**11.1.8 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.

**11.2 PERFORMANCE AND PAYMENT BONDS** - 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. 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** - 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.

**12.2 CORRECTION OF WORK; WARRANTY** - 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.

If, within one (1) year after Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2 shall survive acceptance of the Work under the Contract and termination of the Contract.

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 by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. 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. Nothing 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.

## **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** - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.

**13.3 RIGHTS AND REMEDIES; NO WAIVER** - 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. No action or failure to act by the Inspector of Record, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

**13.4 TESTS AND INSPECTIONS** - 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.

**13.4.1 Independent Testing Laboratory.** The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. If, however, Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

**13.4.2 Advance Notice to Inspector of Record.** The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in

order that the Inspector of Record may arrange for the testing of the material at the source of supply.

**13.4.3 Testing Off-Site.** Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

**13.4.4 Additional Testing or Inspection.** If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.4, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.4.5.

**13.4.5 Costs for Retesting.** If such procedures for testing, inspection, or approval under sections 13.4, 13.4.1, 13.4.2 and 13.4.4 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.

**13.4.6 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.

**13.4.7 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.

**13.5 TRENCH EXCAVATION** - 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. 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. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

**13.6 DEBARMENT** - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to section 1777.1 of the Labor Code.

**13.7 ASSIGNMENT OF ANTITRUST CLAIMS** - Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final progress payment to the Contractor, without further acknowledgment by the parties.

**13.8 AUDIT** - Contractor's Contract books, records and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

**13.9 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) 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 Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

**14.2 TERMINATION BY THE OWNER FOR CAUSE**



**14.2.1 Grounds for Termination.** The Owner may terminate 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. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

**14.2.2 Notification of Termination.** When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to either (a) completely cure the grounds for termination within seven (7) days or (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient.

**14.2.3 Payments Withheld.** If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

**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.

**14.2.5 Inclusion of Termination for Convenience.** Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

### **14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE**

**14.3.1 Suspension by Owner.** The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**14.3.1.1 Adjustments.** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- B. That an equitable adjustment is made or denied under another provision of this Contract.

**14.3.1.2 Adjustments for Fixed Cost.** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

#### **14.3.2 Termination by the Owner for Convenience.**

**14.3.2.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**14.3.2.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**14.3.2.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

**14.4 NOT A WAIVER** - Any suspension or termination by Owner 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.

**14.6 EARLY TERMINATION** - Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

**EXHIBIT C  
REQUEST FOR PROPOSALS**

# **GOLD TRAIL UNION SCHOOL DISTRICT**

## **REQUEST FOR PROPOSAL (RFP)**

**ISSUED: SEPTEMBER 17, 2018**

## **HVAC REPLACEMENT PROJECT**

**RFP #: HVAC 2018**

**MAIL OR DELIVER BIDS TO**  
Gold Trail Union School District Office  
Attention: Aidan Harte, CBO  
1575 Old Ranch Road  
Placerville, CA 95667

**MANDATORY JOB WALK**  
September 25, 2018 - 3:00 PM

**BID DUE DATE AND TIME**  
October 15, 2018 – 2:00 PM

- Please go to the following link to view and download the bid package. All related documents for this bid will be posted here. <https://gtusd.org/District/273-Untitled.html>
- Competitive proposals for the project must be received by the Gold Trail Union School District business office on or before the due date and time specified herein.
- As a requirement of this solicitation, Respondents are required to respond according to the instructions contained in the RFP. Respondents will utilize the format, form and other criteria indicated in the RFP.
- Responses that do not comply with the format, forms and other criteria indicated, will be rejected. The District reserves the right to refuse all bids.

- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Respondent is requested not to contact any individual within the District other than the CBO named above.

**Request for Proposal**  
**GOLD TRAIL UNION SCHOOL DISTRICT**  
**Sutter's Mill Elementary School**

**HVAC and Thermostat Control Equipment Replacement**

The Gold Trail Union School District (GTUSD) is soliciting Request for Proposals (RFP) from responsible vendors to design and install replacement of eighteen inefficient furnace and split system condensing units and four inefficient heat pumps with energy efficient equipment. Additionally, thermostats throughout the campus will be replaced with technology designed to create energy savings. The District hereby invites all interested vendors to submit a bid to furnish all labor, requested materials and other related items required for performance under the RFP. Responses that do not comply with the format, forms and other criteria indicated, may be ruled non-responsive.

To preserve the integrity of the RFP, we request that prospective respondents must not contact any District representatives, except those designated on the RFP, prior to publication of the District's intent to award. Please note that inappropriate contacts by a prospective respondent may subject the respondent to disqualification from the contract award process.

The District reserves the right to reject any and all bids. The District may award multiple vendors on the merit of best value for equipment and/or services. The intent to award the proposal will be posted on the District's website. The award resolution will be submitted for approval to the GTUSD Board of Trustees at the public meeting on Thursday, November 8, 2018. If awarded, the anticipated contract start date is November 15, 2018.

## **EXECUTIVE SUMMARY**

### **A. District Objectives**

<b>Owner</b>	Gold Trail Union Elementary School District
<b>RFP #</b>	HVAC 2018
<b>RFP Documents</b>	<a href="https://gtusd.org/District/273-Untitled.html">https://gtusd.org/District/273-Untitled.html</a>
<b>Scope of Project</b>	Design and installation proposal to replace 17 inefficient furnace and split system condensing units with 17 high energy furnace and split system condensing units, install 4 high efficiency heat pumps to replace 4 inefficient units, replace thermostats on entire campus.
<b>Sites</b>	Sutter's Mill Elementary School

**B. Project Financing:** The costs for the Contractor's services and the implementation of the project will be paid with the District's general funds and Proposition 39 funding grant.

### **C. Project Milestones**

Project Milestone	Estimated Date
RFP Released	September 17, 2018
Mandatory Job Walk 3.00pm	September 25, 2018
Final Day to Submit Questions to GTUSD CBO	September 28, 2018
Question and Answer Posting (GTUSD website)	October 5, 2018
RFP due date and time (2:00 P.M.)	October 15, 2018
Shortlist Interviews if determined necessary	October 18, 2018
Intent to Award Notice Posting (GTUSD Website)	October 22, 2018
Board of Education Approval (Anticipated)	November, 8, 2018
Contract Start Date (Anticipated)	November 15, 2018
Final Completion	January 31, 2019

### **D. RFP Submittal Requirements**

One (1) original, one (1) hard copy and two (2) electronic copies via USB drives labeled with respondent name, of the completed proposals must be submitted in a sealed envelope or package. All proposals must be signed in blue ink by a person authorized to act on behalf of the firm and mailed or delivered to:

**Gold Trail Union School District Office**  
**Aidan Harte, CBO**  
**1575 Old Ranch Road**  
**Placerville, CA 95667**

The RFP response package must be delivered by 2:00 P.M. on October 15, 2018. A copy of the Certificate of Information (see attachment A1.c) should be affixed to the package. Respondent will bring a second copy of the Certificate of Information on which will be recorded by GTUSD office staff receiving the package, their initials and the date and time delivered and will be the respondent's receipt of timely delivery.

The package must contain all responses to the requirements in this RFP with a table of contents and tabs consistent with items shown in italics in the list below:

1. Fully executed (*Attachment A*) which includes:
  - a. Cover page
  - b. Funding summary
  - c. Certification of information
  - d. Contractor pricing summary
  - e. HVAC Inventory and pricing sheet
  - f. Thermostat inventory and pricing sheet
  - g. Special rental and other costs pricing sheet
2. *Statement of services* for all work described in consultant report dated June 5, 2018 (scope of work and specifications). The statement of services shall include personnel roles, organizational chart with key positions assigned to this project, project management plan including equipment procurement, transport and installation. Work schedule beginning with notice to proceed through completion.
3. *Firm information* including brief history, how firm intends to work with district staff to perform services, key personnel resume or equivalent biography, licenses and certifications, current financial statements, and experience modification rating or equivalent.
4. *Relevant experience* and references with school district or public entity similar in size and scope to GTUSD.
5. *Required forms: (Attachment B)*
  - a. Bid bond forms, for payment and performance
  - b. Sufficient funds declaration
  - c. Noncollusion declaration

## **E. Project Data**

1. RFP, HVAC Replacement Project, dated September 17, 2018 (**RFP**)



Consultant report dated June 5, 2018 (**Attachment C**) scope of work and specifications for removal and installation of:

- a. ECM M-1: Replacement of 20 existing thermostat controls by network of thermostats for HVAC control.
- b. ECM M-2: Replace 17 old gas electric split units with new energy efficient units.
- c. ECM M-3: Replace old heat pump units with new high-efficiency units.

2. School Maps of HVAC and Thermostat locations (**Attachment D**)

**F. Post Award Documents Required (Attachment E)**

1. Agreement between owner and contractor.
2. Short-form general conditions for contract of construction
3. Drug free workplace certification
4. Worker's compensation certificate
5. Fingerprinting notice and acknowledgment
6. Prime respondent good faith effort worksheet or, prime respondent certification of disabled veteran business enterprise participation
7. Escrow agreement for security deposits in lieu of retention

## Table of Contents

1.0	INTRODUCTION .....	6
2.0	PROJECT MANAGEMENT AND ADVISING .....	6
3.0	SCOPE OF PROJECT .....	6
4.0	SUBMITTAL FORMAT AND CONTENT .....	8
5.0	SUBMITTAL EVALUATION CRITERIA .....	10
6.0	METHOD OF SELECTION .....	10
7.0	GENERAL INFORMATION .....	10
8.0	SPECIAL CONDITIONS .....	11
9.0	CONTACT PERSON .....	12
10.0	RFP TERMS & DEFINITIONS.....	12

## **1.0 INTRODUCTION**

Gold Trail Union Elementary School District (“District”) provides elementary education to the general public residing in the area surrounding the City of Placerville, California and located within the County of El Dorado.

The District is seeking proposals from qualified Contractors (“Respondents”) to install heating, ventilation and air conditioning (“HVAC”) units, heat pumps, and thermostat controls to reduce and optimize the District’s energy use profile. The desired measures pertain to new HVAC/heating units and controls; ECM M-1) Installation of network thermostats for HVAC control; ECM M-2) Replace 17 old gas electric split units with new energy efficient units, ECM M-3) replace 4 old heat pumps with new high-efficiency units (together defined as “Project Installations”) at one (1) school site.

The Request for Proposals (“RFP”) describes the project, scope of project, selection process, and minimum information that must be included in the proposal.

This RFP is issued pursuant to authorization by the District’s Board of Trustees and the agreement will be awarded in accordance with Government Code section 4217.12. Unless and until the District’s Board of Trustees awards and approves a contract with the successful Respondent (“Contractor”) and such contracts have been fully executed, however, no contract exists and is not binding upon the District.

THE DISTRICT RESERVES THE RIGHT TO AWARD A CONTRACT TO ONE OR MORE RESPONDENTS FOR WORK ON ALL OR A PORTION OF THE SITE, POSSIBLY RESULTING IN MULTIPLE CONTRACTORS, EACH FOR ONE, SEVERAL, OR ALL OF THE SITE. THE DISTRICT FURTHER RESERVES THE RIGHT, BEFORE THE AWARD OF A CONTRACT, TO REVISE THE SCOPE OF WORK, AND MAY REQUEST ADJUSTED PRICING FROM ANY CONTRACTOR IF ANY SUCH CHANGE IN SCOPE OCCURS. THE DISTRICT ADDITIONALLY RESERVES THE RIGHT TO SELECT NO RESPONDENT AND REJECT ALL PROPOSALS.

## **2.0 PROJECT MANAGEMENT AND ADVISING**

The District commissioned Digital Energy Services, Inc. through the California Energy Commission Bright Schools Program to provide consultation to the District regarding the design, scope, and specifications of the Project Installations. District administration and facility director will provide project management, will evaluate the RFP responses and recommend to the District’s Board of Trustees one or more Respondents with whom to contract to engineer, design, procure, and install the Project Installations.

Each selected Respondent must be experienced in executing installations similar in scope, scale, and complexity to the Project. Respondents must use Contractors licensed in the State of California that possess the skills and experience necessary to perform all work with minimum supervision and project management support from the District.

## **3.0 SCOPE OF PROJECT**

The following is a description of the Project and Scope of Work. Contractor’s proposal shall meet all Specifications in addition to all relevant and applicable code, design standards, and industry best practices.

## **HVAC**

### **17 HVAC units to replace**

<b>8</b>	<b>3 ton</b>
<b>6</b>	<b>4 ton</b>
<b>3</b>	<b>5 ton</b>

### **4 Heat pumps to replace**

### **20 Thermostats**

All counts for materials included in Scope of Project Matrix are preliminary counts, and should be verified by the Contractor before purchasing any materials.

Along with the responsibilities described below, Contractor is required to hold weekly progress meetings with the District program managers and relevant Subcontractors present to provide progress updates, schedule updates and general project information.

The following describes the responsibilities of the Contractor:

#### **Design/Pre-construction Phase**

- Survey site and existing installations/systems
- Prepare construction documents where necessary
- Obtain necessary permits from authorities having jurisdiction, including Division of the State Architect (“DSA”)
- Hire an Architect to create plans for DSA approval, if required
- Ensure compliance with governing codes and standards including, but not limited, to Title 24 Standards and the California Building Code
- Incorporate District and Program Manager(s) in direction of design and design feedback
- Provide Contract Sum proposal for Project implementation
- Provide a schedule for completion of Project
- Prepare and file utility incentive and rebate applications including incentives from Pacific, Gas and Electric and propane providers and the Proposition 39 program.
- Manage Utility Inspection of Equipment pre-removal by Contractor

#### **Construction Phase**

- Obtain and maintain all licenses, permits, and authorizations as needed for the Project
- Install Project
- Manage all subcontractors and interface with District stakeholders
- Prepare a plan for stakeholder training and ongoing operational support
- Prepare a plan for ongoing equipment maintenance and software upgrade
- Complete commissioning and testing requirements in accordance with Title 24
- Prepare and file utility incentive and rebate applications including incentives from Pacific, Gas and Electric, propane providers and the Proposition 39 program.

- Perform DSA and any other closeout requirements; ensure all necessary closeout documents submitted to DSA.
- Create and deliver Final Binder to District in accordance with specifications in the Contract

#### **4.0 SUBMITTAL FORMAT AND CONTENT**

1. **Response Format and Detail.** The District is seeking responses to this RFP that are organized, comprehensive and tailored to this RFP. The District may choose to interview Respondents who respond to this RFP to ask for additional information.

2. **Submittal Context.**

- A. **Costs:** All costs associated with the preparation and/or delivery of an RFP Response Package in response to this RFP are solely the responsibility of the Respondent. The District will in no way compensate or reimburse Respondents for any costs associated with the preparation and/or delivery of an RFP Response Package.
- B. **District Rights:** The District reserves the right to reject or accept any and all proposals for any reason, to withhold consideration of incomplete responses, to waive informalities or minor irregularities, or request additional information from any Respondent at its discretion. The District reserves the right to terminate the solicitation and/or evaluation process, and to cancel the award of the Contract before the full execution of the Contract with the successful Respondent.

Acceptance of a proposal does not create a contract and does not obligate the District to take any further action. The District reserves the right to direct the Contractor to install systems of different quantities than those proposed by Contractor, to reject any or all responses without penalty, and to act in the District's best interests as required, in the District's sole discretion.

- C. **Legal Requirements:** Contractor shall comply with all applicable laws, including but not limited to those provisions of law identified in the attached Construction Agreement, and the following:
  - **Licensing.** Contractor shall either (a) employ the services of, or (b) shall be, a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the Project, and must maintain the license(s) throughout the duration of the Project: Class B or appropriate Class C licenses. By submitting a proposal, Respondents certify that they are authorized to do business in the State of California and attest that they are in good tax standing with the California Franchise Tax Board. Contractor shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions and pay all applicable fees associated therewith. Contractor shall immediately notify the District in writing of any change in its licensing status during the term of its agreement with the District.
  - **Conflict of Interest.** Respondents shall execute the "Non-Collusion Declaration" and deliver to the Contact Person listed on the cover page of this RFP with their Response Package before the deadline listed in this RFP.

**D. Public Record:** All proposals and attachments submitted to District in response to this RFP shall remain the property of the District and may be subject to disclosure under the California Public Records Act.

**E. Response Withdrawal:** Any Respondent who has submitted an RFP Response Package shall not, after the RFP Response Deadline in the Executive Summary of this RFP, withdraw or cancel its RFP response for at least **90 days** thereafter.

**3. Submitting a Response.**

Respondents will submit a response in accordance with instructions at Section D of the RFP.

**4. Contracting; Contract Award Protest.**

**A. Contract Parties.** The District intends to execute the Construction Agreement in the attached forms (the “Contract”).

**B. Contract Award Protest.** A Respondent may protest a Contract award if the Respondent believes that the award was inconsistent with District policy or that this RFP was not in compliance with the law. A protest must be filed in writing with the District within five (5) working days after receipt of notification of the Contract award. The Respondent shall submit all documents supporting or justifying the protest. A Respondent’s failure to timely file a protest shall constitute a waiver of its right to protest the award of the Contract. Any Respondent submitting a Proposal may file a protest of the District’s intent to award the Contract provided that each and all of the following conditions are met:

- (1) The protest must be submitted in writing to the District (e-mail is not acceptable), before 2 p.m. of the fifth business day following notification of the proposed Contract award.
- (2) The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived.
- (3) All factual contentions must be supported by competent, admissible, and creditable evidence.
- (4) The protest must refer to the specific portions of all documents which form the basis for the protest.
- (5) The protest must include the name, address, email, and telephone number of the person representing the protesting party.

Any protest not conforming to the preceding shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District shall review and evaluate the basis of the protest. The District shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. The District’s Board of Trustees will render a final determination and disposition of a protest by taking action to adopt, modify or reject

the disposition of a Contract award. Action by the District's Board of Trustees relative to a Contract award shall be final and not subject to appeal or reconsideration. The action by the District's Board of Trustees to adopt, modify or reject the disposition of the Contract award reflected in such written statement shall be an express condition precedent to the institution of any legal or equitable proceedings relative to the Proposal process, the District's intent to award the Contract, the District's Board of Trustees' disposition of any protest, or the District's decision to reject all proposals. The procedure and time limits set forth in this paragraph are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

## 5.0 SUBMITTAL EVALUATION CRITERIA

The District will evaluate the responses from Respondents based on the following criteria:

RFP Selection Criteria	Evaluation Weight
Proposal completeness	5%
Firm Information	10%
Relevant Experience	15%
Schedule	25%
Compensation	45%
<b>Total</b>	<b>100%</b>

## 6.0 METHOD OF SELECTION

The District will evaluate Respondents based on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evident in their responses and/or interviews. The District will negotiate a Contract that is in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory Contract with the Respondent considered the most qualified at a price the District deems reasonable, negotiations with that Respondent may be formally terminated. The District may then undertake negotiations with the second most qualified firm for the project. The District reserves the right to waive immaterial irregularities in any RFP submittal.

## 7.0 GENERAL INFORMATION

**Amendments:** The District reserves the right to cancel or revise this RFP in part or in its entirety at any point in time during the RFP process. If the District cancels or revises this RFP, all Respondents will be notified by addenda. The District also reserves the right to extend the time allotted for responses.

**Compliance:** Submittals must be in accordance with all of the requirements set forth within this RFP. Any RFP Response Package not submitted in accordance with the requirements of the RFP may not be considered.

**Insurance:** Respondents must procure, maintain and provide evidence of insurance as required by the Contract.

**Bond:** Respondents must procure, maintain and provide evidence of bond capacity and coverage as required by the Contract.

**Questions:** All questions about the meaning or intent of this RFP shall be submitted electronically to the Contact Person indicated in Section 9.0, by way of the contact information provided. Contact with other District personnel regarding this proposal is **strongly discouraged**. Replies will be issued by addenda at <https://gtusd.org/District/273-Untitled.html>. Questions received after the Final Day to Submit Questions to will not be answered. Only questions answered by formal written addenda will be binding.

## **8.0 SPECIAL CONDITIONS**

**Non-Discrimination:** The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

**Drug Free Policy and Fingerprinting:** The selected Respondents will be subject to the completion of a drug free workplace certificate in addition to the completion of any and all fingerprinting requirements and criminal background checks required by state law.

**Prevailing Wages:** Respondents are hereby alerted to the prevailing wage requirements of California Labor Code section 1720 *et seq.*, which requires payment of prevailing wages in effect at the time the Contract is signed. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of the District or online at <http://www.dir.ca.gov/dlsr>. Respondents shall post these rates at the job site. Respondents shall comply with all applicable Labor Code provisions. Respondents shall indemnify, defend and hold harmless the District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the project will use State funds. Pursuant to Labor Code section 1771.1, for any proposal, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Contractor shall post all required job site notices pursuant to the Labor Code and related regulations.

For all projects on or after January 1, 2016, whether new or ongoing, the prime contractor shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. Owner may withhold \$100 for each calendar day after ten (10) days from Contractor's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Contractor fails to produce such records.

**Securities:** Respondents are advised that if awarded a Contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to the retention monies withheld by the District to insure performance under the Contract.



**District Findings:** Pursuant to Public Contract Code Section 3400(c) the District may make a finding designating certain materials, products, things, or services (the “District Proprietary Specifications”) by specific brand or trade name for the statutorily enumerated purposes. In the event of any conflict between the materials, products, things, or services in the District’s Proprietary Specifications and the plans and specifications set forth in this RFP, the District’s Proprietary Specifications shall prevail.

**Limitations:** This RFP does not commit the District to award a Contract, to defray any costs incurred in the preparation of an RFP Response Package pursuant to this RFP, or to produce a contract for work. In any contract entered into by the District and a Respondent, the District shall retain the right to terminate the Contract for inadequate performance or for convenience.

## 9.0 CONTACT PERSON

Respondents shall direct any questions regarding this RFP via email with subject line HVAC 2018 to:

**Aidan Harte, CBO**

**[aharte@gtusd.org](mailto:aharte@gtusd.org)**

## 10.0 RFP TERMS & DEFINITIONS

**Architect** – An individual in possession of a valid architectural license issued by the California Architects Board, who is competent at creating, revising, and completing design and/or construction documents as well as obtaining DSA approval for the aforementioned documents.

**Contract** – Refers to the Construction Agreement.

**Contractor** – The successful Respondent; the individual or entity with which the District chooses to execute a Contract.

**Program Manager** – The individual or entity contracted to oversee and manage the pre-construction, construction, and post-construction phases of the Project; in the case of this RFP, District administration and facility director will serve as the Program Manager

**Project** – All activities at all sites as set forth in this RFP

**Respondent** – Any individual or entity that provides an RFP Response Package in response to this RFP.

**RFP** – Refers to this document and all attachments referenced on the Executive Summary page.

**RFP Response Package** – The set of required documents to be completed and submitted by an individual or entity in response to this RFP.

**Scope of Project** – The objectives, services, and activities which the Contractor will be expected to fulfill.

# **Gold Trail Union School District**

## **Prop 39 - HVAC Replacement Project 2018**

**Note: Questions have been copied from emails exactly as written.**

Questions and Answers:

1- All Split gas electric units that we visited were eight of 3 Ton and ten of 4 Ton, there was not any 5 Ton. Please confirm Total split unit in bid are 18 and Heat pump wall mount are 4 plus 20 Thermostats?

There are a total of 17 split units, 4 three ton, 12 four ton and 1 five ton. There are 4 Heat Pumps and 20 thermostats. We have updated Attachment A to reflect the correct number of units by capacity (three, four or five ton).

2- In this project is DSA involved? If yes, please let us know the details, Inspector information, DSA requirements, and any other information about that?

We are currently in the process of selecting an Inspector of Record. Information about the duties and requirements of the Inspector of Record can be found at the Division of State Architect's website located at <http://www.dgs.ca.gov/dsa/Home.aspx>

3- The exist units are CARRIER and BARD, are we able to proposal another manufactures like TRANE, YORK, MARVAIR and equal USA manufactures?

Yes, your proposal can include another manufacturer other than those already installed but the units must meet the specifications as outlined in the consultant's report dated June 5, 2018.

4- Bid Bond Form and Liquid damage amount is NOT included the bid documents and specifications!! Would you please send us the Bid Bond form and Liquid damage amount?

Bid bonds are required for construction projects let out to bid. (Pub. Cont. Code § 20111(b).) However, the District's HVAC project is an energy services contract being awarded on a best value basis pursuant to Government Code section 4217.12. Accordingly, a bid bond is not strictly required and was not included in the RFP.

Liquidated damages are specified in the Agreement Between Owner and Contractor at Section 3. Time to complete and Liquidated Damages.

5- Are the disconnects being reused?

Yes, the existing disconnects are going to be reused.

6- Are we replacing the refrigerant lines?

No, we are not planning to replace the refrigerant lines.

7- The paper work indicates that there are 4 wall hung Bard units to be replaced and 15 split systems, however on the walk we looked at 18 split systems. Can you verify count and size of new split systems?

There are 17 split units, 4 three ton, 12 four ton, 1 five ton and 4 heat pumps to be replaced. We have updated Attachment A to reflect the correct number of units by capacity (three, four or five ton).

8- Specifications indicate replacing all thermostats on the site and it says 20 each. Can you verify quantity; it probably should be 23 or more?

We will be replacing 20 thermostats, in the MP room there is only two thermostats for three split units.

9- Are all areas getting motion sensors for the stats?

No, we do not plan to put in motion sensors for the thermostats?

10- Do you know if any of the split systems are twinned together using 1 stat that may be where my thermostat count is off?

Yes, one unit in the MP room is twinned.

Gold Trail Union School District

Resolution 2018-19:11-01

Attachment 1

ENERGY MEASURES ILLUSTRATION

*Energy measures shown in BOLD ITALICS reflect the numbering sequence of the new measures included in the Energy Plan amended in February 2018. The data in black text refers to the numbering sequence and related evaluations as outlined in the Digital Energy, Inc. energy study completed in October 2015.*

*Sutter's Mill EEM M1, replace split unit systems at Sutter's Mill.*

*The measure below evaluates 18 split unit systems at the sizes determined by Digital Energy, Inc. who performed the study completed in October 2015. After the site survey was conducted and before the study was complete one SM unit failed and was replaced and paid for by district general funds. Seventeen units will be replaced as part of this contract and paid for with Prop 39 and district funding. A key part of the scope of work requires the contractor to re-evaluate energy needs and re-size the equipment if necessary.*

Energy Efficiency Study: Gold Trail Union ESD

Section 4 - Energy Project Summaries

**Mechanical Measure M-5:**

*Install High-Efficiency Furnaces and Split-System Condensing Units to Replace Inefficient Units (Sutter's Mill ES)*

*Analysis Summary*

Table 4.26 provides an analysis summary.

Table 4.26 Analysis summary of Mechanical Measure M-5

Facility	kW Saved	kWh Saved	Rate (\$/kWh)	Propane Saved (Gallons)	Propane Rate (\$/Gallon)	Project Cost (\$)	Energy Cost Savings (\$)	Payback Period (years)	Estimated Incentive (\$)	Net Project Cost with Incentive (\$)	Simple Payback Period with Incentive (years)
Sutter's Mill ES	33	17,199	\$0.193	1186	\$1.363	\$226,009	\$4,936	45.8	\$7,555	\$218,454	44.3
Total:	33.2	17,199	\$0.193	1,186	\$1.363	\$226,009	\$4,936	45.8	\$7,555	\$218,454	44.3

*Note:* The savings are realized post-implementation of thermostat control (M-1).

**Project Cost Estimate**

Project ID:	M-5
Description:	Install New High-Efficiency Furnaces & Split System Condensing Units to Replace Inefficient Units Sutter's Mill Elementary School

**Cost Factors**

Tax Rate  
Sub Contractor Overhead & Profit Multiplier  
City Location Price Multiplier

7.500%  
1.2  
1.087

Item #	Description	Zone/Space Served	Qty	Units	Unit Material Cost (\$)	Unit Labor Hours	Average Labor Rate (\$)	Unit Labor Cost (\$)	Unit Equipment Cost (\$)	Total Unit Cost (\$)	Material Cost (\$)	Labor Cost (\$)	Equipment Cost (\$)	Taxes (\$)	TOTAL DIRECT COST (\$)	CONTRACTOR COST WITH SUB O&P
<b>Split System Condensing Units</b>																
1	Remove & disposal of existing units	Various Areas	18	Ea	\$ -	3	\$ 32.00	\$ 576	\$ -	\$ 576	\$ -	\$ 576	\$ -	\$ -	\$ 576	\$ 3,757
2	New Condensing Unit - 2.5 TONS(2)	Offices	7	Ea	\$ 2,313	1.53	\$ 15.00	\$ 22.11	\$ -	\$ 2,335	\$ 2,307	\$ 666	\$ -	\$ 377	\$ 6,107	\$ 7,222
3	New Condensing Unit - 3 TONS(2)	Classrooms E14-4 & E2-43	6	Ea	\$ 2,450	2.67	\$ 15.00	\$ 36.17	\$ -	\$ 2,817	\$ 2,578	\$ 758	\$ -	\$ 1,198	\$ 19,568	\$ 22,463
4	New Condensing Unit - 3.5 TONS(2)	Classroom CD	1	Ea	\$ 3,188	7.00	\$ 15.00	\$ 36.5	\$ -	\$ 3,573	\$ 3,465	\$ 418	\$ -	\$ 260	\$ 4,143	\$ 4,572
5	New Condensing Unit - 4 TONS(2)	Classrooms AL, AZ, CI, Computer Lab & MPR	6	Ea	\$ 3,425	7.33	\$ 15.00	\$ 40.3	\$ -	\$ 4,328	\$ 4,132	\$ 1,547	\$ -	\$ 2,560	\$ 40,139	\$ 46,229
6	New Condensing Unit - 5 TONS(2)	Library	1	Ea	\$ 5,400	6	\$ 15.00	\$ 44.0	\$ -	\$ 5,640	\$ 5,670	\$ 478	\$ -	\$ 440	\$ 6,728	\$ 8,146
<b>Vertical Propane Fired Furnaces</b>																
7	Remove & disposal of existing furnaces	Various Areas	18	Ea	\$ -	4	\$ 32.00	\$ 576	\$ -	\$ 576	\$ -	\$ 576	\$ -	\$ -	\$ 576	\$ 3,008
8	New Furnaces - 80 MBH(2)	Various Areas	18	Ea	\$ 1,375	4.5	\$ 15.00	\$ 24.8	\$ -	\$ 1,423	\$ 26,903	\$ 4,643	\$ -	\$ 2,018	\$ 33,764	\$ 40,516
9	A.C. Evaporator Coil for Furnaces	Various Areas	18	Ea	\$ 461	0	\$ 15.00	\$ -	\$ -	\$ 465	\$ 9,084	\$ -	\$ -	\$ 642	\$ 9,741	\$ 11,757
<b>INSTALLING CONTRACTOR COST</b>																\$ 133,177
																\$ -
																\$ 22,677
																\$ 175,853
																\$ 12,146
																\$ 216,269
<b>TOTAL PROJECT BUDGET (\$)</b>																\$ 216,269

(1) Material and labor units are based on historical Mechanical Cost Data - 2015.  
(2) Assumes heating equipment (boiler, propane piping, venting, and ducting) may be used.

## Sutter's Mill EEM M-2, Install wall mounted heat pumps for portables

Energy Efficiency Study: Gold Trail Union ESD

Section 4 - Energy Project Summaries

### Mechanical Measure M-4:

Install New Wall Mounted Heat Pumps for Portables (Sutter's Mill)

Table 4.24 Summary of installation priority for heat pumps

Priority No.	Tonnage	Equipment	Qty
1	3 to 4-ton	Heat pumps for portables G1, G2, G3 & G4 at Sutter's Mill	4

Table 4.25 Analysis summary of Mechanical Measure M-4

Facility	kW Saved	kWh Saved	Rate (\$/kWh)	Propane Saved (Gallons)	Propane Rate (\$/Gallon)	Project Cost (\$)	Energy Cost Savings (\$)	Payback Period (years)	Estimated Incentive (\$)	Net Project Cost with Incentive (\$)	Simple Payback Period with Incentive (years)
Sutter's Mill ES	7.1	6,501	\$0.193	0	\$1.363	\$34,387	\$1,255	27.4	\$2,035	\$32,352	25.8

***Sutter's Mill EEM M3, Energy plan amended February 18, 2018***  
***New thermostats for control of HVAC***

Energy Efficiency Study: Gold Trail Union ESD

Section 4 - Energy Project Summaries

## **4.2 Mechanical**

**Mechanical Measure M-1:** *Install New Thermostats for Control of HVAC (All Schools)*

### *Analysis Summary*

Table 4.14 provides an analysis summary.

**Table 4.14 Analysis summary of proposed Mechanical Measure M-1**

Facility	kW Saved	kWh Saved	Rate (\$/kWh)	Propane Saved (Gallons)	Propane Rate (\$/Gallon)	Project Cost (\$)	Energy Cost Savings (\$)	Payback Period (years)	Estimated Incentive (\$)	Net Project Cost with Incentive (\$)	Simple Payback Period with Incentive (years)
Sutter's Mill ES	0	3,205	\$0.143	157	\$1.363	\$3,594	\$673	5.3	\$256	\$3,337	5.0

**Attachment 2**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

---

This Energy Services Contract ("Agreement") for the Acquisition and Installation of Heating Ventilation & Air Conditioning ("HVAC") equipment and improvements is by and between Gold Trail Union Elementary School District, a school district organized and existing under the laws of the State of California ("Owner"), and Hometown Construction, Inc, a California corporation and contractor licensed by the State of California, with its principal place of business at 2507 Elkhorn Blvd, Rio Linda, CA 95673 ("Contractor"), each referred to at times herein as a "Party" and together, the "Parties."

**RECITALS**

**WHEREAS**, Government Code section 4217.12 authorizes the Owner, as a public agency, to enter into an energy services contract wherein the Contractor provides conservation services to the Owner from an energy conservation facility on terms that Owner's governing body determines are in the best interest of the Owner; and

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

**WHEREAS**, through this Agreement, the Owner intends to acquire and replace HVAC equipment that will result in energy savings to the Owner (the "Project") to be installed at Sutter's Mill Elementary School consistent with the terms of Government Code section 4217.10, *et seq.*; and

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

**WHEREAS**, the plans, drawings and specifications for the Project, (the "Plans and Specifications"), which are incorporated herein by this reference, were prepared by Digital Energy, Inc ("Architect") and as stated in Division of the State Architect requirements approval are not required when HVAC Unit replacement is limited to units of equal or lesser weight, in the same location and no structural framing is altered, and;

**WHEREAS**, in connection with the approval of this Agreement, the Contractor shall construct the Project pursuant to certain General Conditions ("General Conditions") and other Contract Documents (as that term is defined in Article 1.1.1 of the General Conditions) entered into by the parties concurrently herewith, which Contract Documents are incorporated herein by this reference.

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

**1. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project at Sutter's Mill Elementary School], all in strict compliance with the Consultant report regarding scope of work and specifications therefore prepared by Digital Energy, Inc., and the other Contract Documents relating thereto.

**2. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

**3. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this contract, and the time of completion for the Project shall be from the date the Notice to Proceed is issued until January 31, 2019.

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. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. 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 above shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: \$500, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/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 percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until 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.



4. **PAYMENT.** The Owner agrees to pay the Contractor in current funds Two Hundred and Fifty-Seven Thousand and fifteen dollars (\$257,015.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

5. **CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made only as provided in the General Conditions.

6. **TERMINATION.** The Owner and Contractor may terminate the Contract as provided in the General Conditions.

7. **PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and Subcontractor shall comply with Labor Code section 1776. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**8. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight (8) hours per day or forty (40) hours per week provided that compensation for all hours worked in excess of eight (8) hours per day, and forty (40) hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week, except as herein provided.

**9. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice's work for each five (5) hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**10. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the

work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**11. INDEMNIFICATION AND INSURANCE.** The Contractor shall defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

**12. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to California Code of Civil Procedure section 1856.

**13. EXECUTION OF OTHER DOCUMENTS.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**14. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts

such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**15. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**16. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Shasta, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**17. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

**18. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**19. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

\*\*\*\*\*

(CONTRACTOR)

(OWNER)

Hometown Construction Inc

**GOLD TRAIL UNION ELEMENTARY  
SCHOOL DISTRICT**

By: [Signature]  
Name: JACK JOHNSTON  
Title: Vice President

By: \_\_\_\_\_  
Name: Scott Lyons  
Title: Superintendent

764 382  
CONTRACTOR'S LICENSE NO.

3-31-2019  
LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Attachment 3  
**SUPPLEMENTAL MANDATED MATERIALS**

Certificate of Liability  
Drug-Free Workplace Certification  
Fingerprinting Notice and Acknowledgment  
Independent Contractor Student Contact Form  
Workers' Compensation Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clinton Polley Insurance Group, Inc. 12150 Tributary Point Dr #200 Gold River CA 95670	<b>CONTACT NAME:</b> Clinton Polley Insurance Group, Inc.	
	<b>PHONE</b> (A/C, No, Ext): 916-984-3000	<b>FAX</b> (A/C, No): 916-984-3100
	<b>E-MAIL ADDRESS:</b> certificates@clintonpolley.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Mt. Hawley Insurance Company	
<b>INSURED</b> Hometown Construction Inc 2507 Elkhorn Blvd Rio Linda CA 95673	INSURER B : Ohio Security Insurance Co.	24082
	INSURER C : State Compensation Ins Fund	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:** 98694843**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MGL0188415	1/6/2018	1/6/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS56307643	1/6/2018	1/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	N/A	9218927-2017	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: HVAC Replacement Project RFP# HVAC2018

Gold Trail Union School District Office and its employees are named as additional insured with respects to general liability coverage

**CERTIFICATE HOLDER****CANCELLATION**

Gold Trail Union School District Office Attention Aidan Harte CBO 1575 Old Ranch Rd Placerville CA 95667	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering

of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by written contract executed prior to the commencement of your work.	All "Commercial Construction Projects". For the purpose of this Endorsement, "Commercial Construction Projects" are defined as buildings or structures constructed for commercial use and also include apartments, hotels, homes for the aged, dormitories or barracks. However, "Commercial Construction Projects" shall not include any building or structure which, in whole or in part, contains individual owner occupied units or dwellings.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

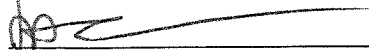
(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Hometown Construction, Inc.  
Name of Contractor

  
Signature

Jack Johnstone  
Print Name

10/25/2018  
Date

## FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

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

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.

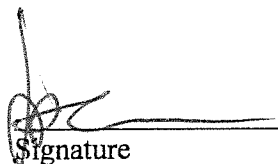
1. If the Owner determines your employee(s) or you as a sole proprietorship will have more than limited contact with students, then you must take one or more of the following steps:
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. Have an employee (if not a sole proprietorship), 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, with Owner's approval, for surveillance by Owner's personnel.

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: 10/25/2018

  
Signature

Name: Jack Johnstone

Title: Vice President

## ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, 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 18745, 18750, or 18755.
- (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 26100; (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: Hometown Construction, Inc.  
Supervisor/Foreman Name: Joshua Johnstone  
Start Date: November 15, 2018  
Completion Date: January 31, 2019  
Location of Work: Sutter's Mill Elementary School, 4801 Luneman Rd.,  
Hours of Work: 8 hr / day Placerville, CA 95667  
Length of Time on Grounds: 11 weeks  
Number of Employees on the Job: 0

Yes No

☐ ☒ Employees or sole proprietor will have more than limited contact with students as determined by Owner, 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 (if not a sole proprietorship) 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:

\_\_\_\_\_

- ☐ Owner agrees: Employees or sole proprietor 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: 10-25-18

Signature

Typed Name: Jack Johnstone

Title: Vice President

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



## WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:


(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Hometown Construction, Inc.

Name of Contractor



Signature

Jack Johnstone

Print Name

10/25/2018

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**AGENDA ITEM 13**

**ACTION: Call for Nominations for CSBA Delegate Assembly**

**BACKGROUND**

The Board may nominate candidates for subject positions.

**ATTACHMENTS**

- CSBA letter of explanation

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The will of the Board

**NOTES**

<b><i>ACTION</i></b>	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser    Bauer    Hennike    Lander</i>



California School Boards Association

**DEADLINE: Sunday, January 7, 2018**

**BOARD ACTION REQUIRED**

**Please deliver to all governing board members.**

October 27, 2017

**MEMORANDUM**

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Susan Henry, President

Copy: All Executive Assistants

Re: Call for Nominations for CSBA Delegate Assembly – **Due Sunday, January 7, 2018**

---

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2018, the first meeting will be May 19-20 in Sacramento and the second one will be November 28-29 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Sunday, January 7, 2018**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than 11:59 p.m. on **Sunday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Thursday, February 1, 2018 and are due Thursday, March 15, 2018.
- Elected Delegates serve a two-year term beginning April 1, 2018 through March 31, 2020.

The nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Leanne Gosselin, [lgosselin@csba.org](mailto:lgosselin@csba.org) or (800) 266-3382, ext. 3302. Thank you.

*(See other side for important dates)*



## 2019 Delegate Assembly Nomination Form

***DUE Monday, January 7, 2019***

E-mail to [nominations@csba.org](mailto:nominations@csba.org) or, fax (916) 371-3704 or, Mail to: CSBA Exec. Office | 3251 Beacon Bl., W. Sacramento, 95691.

CSBA Region/subregion # \_\_\_\_\_

The Board of Education of the \_\_\_\_\_ voted to  
(Nominating District)  
nominate \_\_\_\_\_ The nominee is a member of the  
(Nominee)  
\_\_\_\_\_, which is a member of the California  
(Nominee's Board)  
School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted.
- ☐ The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted, will be sent by Monday, January 7, 2019.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** This nomination form and nominee's candidate biographical sketch form are both due Monday, January 7, 2019. They may be emailed to [nominations@csba.org](mailto:nominations@csba.org), or faxed to (916) 371-3407 by 11:59 p.m., or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Monday, January 7, 2019**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.* Please contact CSBA's Executive Office (800) 266-3382, should you have any questions. Thank you.

## 2019 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Monday, January 7, 2019 – no late submissions accepted***

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

Name: \_\_\_\_\_ CSBA Region & subregion #: \_\_\_\_\_  
 District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_  
 Profession: \_\_\_\_\_ Contact Number (please V ☐ Cell ☐ Home ☐ Bus.): \_\_\_\_\_  
 \*Primary E-mail: \_\_\_\_\_  
 (\*Communications from CSBA will be sent to primary email)  
 Are you an incumbent Delegate? ☐ Yes ☐ No | If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**



## **IMPORTANT DELEGATE ASSEMBLY NOMINATION AND ELECTION 2019 DATES**

### **Important 2019 Dates:**

- **Monday, January 7:** U.S.P.S. postmarked, fax, or email deadline for *required* Nomination and Candidate Biographical Sketch Forms
- By Friday, February 1: Ballots mailed to Member Boards
- February 1 – March 15: Boards vote for Delegates
- Friday, March 15: Deadline for the ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)
- By Saturday, March 30: Ballots to be tallied
- By Monday, April 1: Election results, except for run-offs, posted on CSBA's Web site
- Tuesday, April 30: Deadline for run-off ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)

### **CSBA Delegate Assembly Meeting Dates in 2018**

- Saturday, May 18 – Sunday, May 19, Sacramento
- Wednesday, December 4 – Thursday, December 5, San Diego



**DELEGATE ASSEMBLY with 2019 & 2020 terms. Only 2019  
seats are up for election | ♦ = District appointment**

**REGION 1 – 4 Delegates (4 elected)**

Director: Jennifer Owen (Fort Bragg USD)

**Subregion 1-A (Del Norte, Humboldt)**

Donald McArthur (Del Norte County USD), 2019

Lisa Ollivier (Eureka City SD), 2020

**Subregion 1-B (Lake, Mendocino)**

Sandy Tucker (Middletown USD), 2020

**Region 1 County:**

David Browning (Lake COE), 2019

**REGION 2 – 4 Delegates (4 elected)**

Director: Sherry Crawford (Siskiyou COE)

**Subregion 2-A (Modoc, Siskiyou, Trinity)**

Gregg Gunkel (Siskiyou Union HSD), 2019

**Subregion 2-B (Shasta)**

Teri Vigil (Fall River Joint USD), 2019

**Subregion 2-C (Lassen, Plumas)**

Dwight Pierson (Plumas County & USD), 2020

**Region 2 County:**

Brenda Duchi (Siskiyou COE), 2020

**REGION 3 – 8 Delegates (8 elected)**

Director: A.C. (Tony) Ubalde (Vallejo City USD)

**Subregion 3-A (Sonoma)**

Ron Kristof (Santa Rosa City Schools), 2019

Jeremy Brott (Bennett Valley Union SD), 2020

**Subregion 3-B (Napa)**

Indira Lopez (Calistoga Joint USD), 2019

**Subregion 3-C (Solano)**

Diane Ferrucci (Benicia USD), 2019

David Isom (Fairfield-Suisun USD), 2019

Michael Kitzes (Vacaville USD), 2020

**Subregion 3-D (Marin)**

Barbara Owens, (Tamalpais Union HSD) 2020

**Region 3 County**

Herman Hernandez (Sonoma COE), 2019

**REGION 4 – 8 Delegates (8 elected)**

Director: Paige Stauss (Roseville Joint Union HSD)

**Subregion 4-A (Glenn, Tehama)**

Rod Thompson (Red Bluff Jt. Union HSD), 2020

**Subregion 4-B (Butte)**

Judith Peters (Paradise USD), 2019

**Subregion 4-C (Colusa, Sutter, Yuba)**

Jim Flurry (Marysville Joint USD), 2020

Silvia Vaca (Williams USD), 2019

**Subregion 4-D (Nevada, Placer, Sierra)**

Julann Brown (Auburn Union ESD), 2019

Linda Campbell (Nevada Joint Union HSD), 2019

Renee Nash (Eureka Union SD), 2020

**Region 4 County**

June McJunkin (Sutter COE), 2020

**REGION 5 – 10 Delegates (7 elected/3 appointed ♦)**

Director: Alisa MacAvoy (Redwood City ESD)

**Subregion 5-A (San Francisco)**

Emily Murase (San Francisco County USD) ♦, 2019

Rachel Norton (San Francisco County USD) ♦, 2019

Vacant (San Francisco County USD) ♦, 2020

**Subregion 5-B (San Mateo)**

Davina Drabkin (Burlingame ESD), 2019

Carrie Du Bois (Sequoia Union HSD), 2019

Amy Koo (Belmont-Redwood Shores SD), 2020

Clayton Koo, (Jefferson ESD), 2020

Kevin Martinez (San Bruno Park ESD), 2019

Kalimah Salahuddin (Jefferson Union HSD), 2020

**Region 5 County**

Beverly Gerard (San Mateo COE), 2019

**REGION 6 – 19 Delegates (12 elected/7 appointed ♦)**

Director: Darrel Woo (Sacramento City USD)

**Subregion 6-A (Yolo)**

Jackie Wong (Washington USD), 2020

**Subregion 6-B (Sacramento)**

Michael A. Baker (Twin Rivers USD) ♦, 2019

Pam Costa (San Juan USD) ♦, 2019

Craig DeLuz (Robla ESD), 2020

John Gordon (Galt Joint Union ESD), 2019

Jay Hansen (Sacramento City USD) ♦, 2019

Susan Heredia (Natomas USD), 2019

Lisa Kaplan (Natomas USD), 2019

Ramona Landeros (Twin Rivers USD), 2020

Crystal Martinez-Alire (Elk Grove USD) ♦, 2019

Mike McKibbin (San Juan USD) ♦, 2020

Christina Pritchett (Sacramento City USD) ♦, 2020

JoAnne Reinking (Folsom-Cordova USD), 2020

Rebecca Sandoval (Twin Rivers USD), 2019

Edward (Ed) Short (Folsom-Cordova USD), 2019

Bobbie Singh-Allen (Elk Grove USD) ♦, 2020

\* **Subregion 6-C (Alpine, El Dorado, Mono)**

Misty diVittorio (Placerville Union ESD), 2020

Suzanna George (Rescue Union ESD), 2019

**Region 6 County**

Shelton Yip (Yolo COE), 2020

**REGION 7 – 20 Delegates (15 elected/5 appointed ♦)**

Director: Yolanda Peña Mendrek (Liberty Union HSD)

**Subregion 7-A (Contra Costa)**

Elizabeth (Liz) Bettis (Walnut Creek ESD), 2019

Elizabeth Block (West Contra Costa USD) ♦, 2020

Laura Canciamilla (Pittsburg USD), 2020

Madeline Kronenberg (West Contra Costa USD), 2020

Linda K. Mayo (Mt. Diablo USD) ♦, 2019

Marina Ramos (John Swett USD), 2019

Richard Severy (Moraga ESD), 2019

Raymond Valverde (Liberty Union HSD), 2020

---

**Subregion 7-B (Alameda)**

Valerie Arkin (Pleasanton USD), 2020  
Ann Crosbie (Fremont USD)◇, 2019  
Beatriz Leyva-Cutler (Berkeley USD), 2019  
Jody London (Oakland USD)◇, 2019  
William McGee (Hayward USD), 2019  
Amy Miller (Dublin USD), 2020  
Diana J. Prola (San Leandro USD), 2019  
Nina Senn (Oakland USD)◇, 2020  
Nancy Thomas (Newark USD), 2019  
Annette Walker (Hayward USD), 2020  
Anne White (Livermore Valley Joint USD), 2020

**Region 7 County**

Fatima Alleyne (Contra Costa COE), 2019

---

**REGION 8 – 14 Delegates (12 elected/2 appointed)◇**

Director: Matthew Balzarini (Lammersville Joint USD)

---

**Subregion 8-A (San Joaquin)**

Kathleen Garcia (Stockton USD)◇, 2019  
Kathy Howe (Manteca USD), 2020  
George Neely (Lodi USD), 2019  
Christopher (Kit) Oase (Ripon USD), 2019  
Angela Phillips (Stockton USD)◇, 2020  
Stephen J. Schluer (Manteca USD), 2020  
Jenny Van De Pol (Lincoln USD), 2020

**Subregion 8-B (Amador, Calaveras, Tuolumne)**

Zerrall McDaniel (Calaveras USD), 2019

**Subregion 8-C (Stanislaus)**

Faye Lane (Ceres USD), 2020  
Cynthia (Cindi) Lindsey (Sylvan Union ESD), 2019  
Paul Wallace (Neman-Crows Landing USD), 2019

**Subregion 8-D (Merced)**

Adam Cox (Merced City ESD), 2019  
John Medearis (Merced Union HSD), 2020

**Region 8 County**

Juliana Feriani (Tuolumne COE), 2020

---

**REGION 9 – 8 Delegates (8 elected)**

Director: Tami Gunther (Atascadero USD)

---

**Subregion 9-A (San Benito, Santa Cruz)**

Phil Rodriguez (Soquel Union ESD), 2020  
Deborah Tracy-Proulx (Santa Cruz City Schools), 2020  
George Wylie (San Lorenzo Valley USD), 2019

**Subregion 9-B (Monterey)**

Lila Cann (Salinas Union HSD), 2019  
Rita Patel (Carmel USD), 2020

**Subregion 9-C (San Luis Obispo)**

Mark Buchman (San Luis Coastal USD), 2020  
Vicki Meagher (Lucia Mar USD), 2019

**Region 9 County**

Janet Wohlgemuth (Monterey COE), 2019

---

**REGION 10 – 15 Delegates (11 elected/4 appointed)◇**

Director: Susan Markarian (Pacific Union ESD)

---

**Subregion10-A (Madera, Mariposa)**

Barbara Bigelow (Chawanakee USD), 2019

---

**REVISED Delegate Assembly List as of 10-23-18**

---

**Subregion10-B (Fresno)**

Daniel Babshoff (Kerman USD), 2019  
Connie Brooks (Kings Canyon Joint USD), 2020  
Darrell Carter (Washington USD), 2020  
Gilbert Coelho (Firebaugh-Las Deltas USD), 2020  
Valerie Davis (Fresno USD)◇, 2019  
Brian Heryford (Clovis USD)◇, 2019  
William (Bill) Johnson (Clay ESD), 2019  
Marcy Masumoto (Sanger USD), 2019  
Carol Mills (Fresno USD)◇, 2020  
Elizabeth (Betsy) Sandoval (Clovis USD)◇, 2020  
Norman Saude (Sierra USD), 2020  
Kathy Spate (Caruthers USD), 2019

**Subregion10-C (Kings)**

Teresa Carlos-Contreras (Kings River-Hardwick Union ESD), 2020

**Region 10 County**

Sara Wilkins (Madera COE), 2020

---

**REGION 11 – 9 Delegates (9 elected)**

Director: Suzanne Kitchens (Pleasant Valley SD)

---

**Subregion 11-A (Santa Barbara)**

Jack C. Garvin (Santa Maria Joint Union HSD), 2020  
Luz Reyes-Martin (Goleta Union SD), 2019

**Subregion 11-B (Ventura County and Las Virgenes USD)**

William Daniels (Simi Valley USD), 2020  
Vianey Lopez (Hueneme ESD), 2020  
Veronica Robles-Solis (Oxnard SD), 2020  
Kelsey Stewart (Santa Paula USD), 2020  
Christina (Tina) Urias (Santa Paula USD), 2019  
John Walker (Ventura USD), 2019

**Region 11 County**

Mark Lisagor (Ventura COE), 2019

---

**REGION 12 – 14 Delegates (11 elected/3 appointed)◇**

Director: Bill Farris (Sierra Sands USD)

---

**Subregion 12-A (Tulare)**

Peter Lara, Jr. (Porterville USD), 2020  
Cathy Mederos (Tulare Joint Union HSD), 2019  
Dean Sutton (Exeter USD), 2019  
Lucia Vazquez (Visalia USD), 2020

**Subregion 12-B (Kern)**

Pamela (Pam) Baugher (Bakersfield City SD), 2019  
Jeff Flores (Kern Union HSD)◇, 2019  
Pamela Jacobsen (Standard SD), 2020  
Tim Johnson (Sierra Sands USD), 2019  
Phillip Peters (Kern Union HSD)◇, 2020  
Geri Rivera (Arvin Union SD), 2019  
Gaby Schmidt (Lakeside Union ESD), 2020  
Lillian Tafoya (Bakersfield City SD)◇, 2020  
Keith Wolaridge (Panama-Buena Vista Union SD), 2019

**Region 12 County**

Donald P. Cowan (Kern COE), 2020

---

**REGION 15 – 26 Delegates (18 elected/8 appointed)◇**

Director: Meg Cutuli (Los Alamitos USD)

---

**County: Orange**

Alfonso Alvarez (Santa Ana USD)◇, 2019



---

Dana Black (Newport-Mesa USD), 2020  
Lauren Brooks (Irvine USD), 2020  
Carrie Buck (Placentia-Yorba Linda USD), 2019  
Bonnie Castrey (Huntington Beach Union HSD), 2019  
Jeff Cole (Anaheim ESD), 2019  
Ian Collins (Fountain Valley ESD), 2019  
Lynn Davis (Tustin USD), 2020  
Karin Freeman (Placentia-Yorba Linda USD), 2019  
Ira Glasky (Irvine USD)◇, 2020  
Patricia Holloway (Capistrano USD)◇, 2019  
Al Jabbar (Anaheim Un. HSD), 2019  
Candice (Candi) Kern (Cypress ESD), 2020  
Martha McNicholas (Capistrano USD)◇, 2020  
Lan Nguyen (Garden Grove USD)◇, 2020  
John Palacio (Santa Ana USD)◇, 2020  
Annemarie Randle-Trejo (Anaheim Union HSD)◇, 2020  
Teri Rocco (Garden Grove USD)◇, 2019  
Rosemary Saylor (Huntington Beach City ESD), 2020  
Francine Scinto (Tustin USD), 2020  
Michael Simons (Huntington Beach Union HSD), 2020  
Robert A. Singer (Fullerton Joint Union HSD), 2019  
Suzie R. Swartz (Saddleback Valley USD), 2019  
Sharon Wallin (Irvine USD), 2020  
Dolores Winchell (Saddleback Valley USD), 2019  
**Region 15 County**  
John (Jack) Bedell (Orange COE), 2019 ◇

---

**REGION 16 – 20 Delegates (15 elected/5 appointed)◇**  
Director: Karen Gray (Silver Valley USD)

---

**Subregion 16-A (Inyo)**

Susan Patton (Lone Pine USD), 2019

**Subregion 16-B (San Bernardino)**

Christina Cameron-Otero (Needles USD), 2020  
Tom Courtney (Lucerne Valley USD), 2019  
Barbara J. Dew (Victor Valley Union HSD), 2020  
Gwen Dowdy-Rodgers (San Bernardino City USD)◇, 2019  
Barbara Flores (San Bernardino City USD)◇, 2020  
Peter Garcia (Fontana USD)◇, 2019  
Cindy Gardner (Rim of the World USD), 2020  
Margaret Hill (San Bernardino City USD), 2019  
Shari Megaw (Chaffey Joint Union HSD), 2019  
Jim O'Neill, (Redlands USD), 2020  
Sylvia Orozco (Chino Valley USD)◇, 2019  
Caryn Payzant (Alta Loma ESD), 2020  
Barbara Schneider (Helendale SD), 2020  
Matt Slowik (Fontana USD)◇, 2020  
Wilson So (Apple Valley USD), 2019  
Mark Sumpter (San Bernardino COE), 2020  
Eric Swanson (Hesperia USD), 2019  
Kathy A. Thompson (Central ESD), 2019  
Donna West (Redlands USD), 2020

**Region 16 County**

Laura A. Mancha (San Bernardino COE), 2020

---

**REGION 17 – 24 Delegates (18 elected/6 appointed)◇**  
Director: Katie Dexter (Lemon Grove SD)

**County: San Diego**

Elvia Aguilar (South Bay Union SD), 2020

**REVISED Delegate Assembly List as of 10-23-18**

---

Barbara Avalos (National SD), 2020  
Richard Barrera, (San Diego USD)◇, 2019  
Blanca Brown, (Lemon Grove SD), 2019  
Leslie Ray Bunker (Chula Vista ESD), 2019  
Brian Clapper (National SD), 2020  
Eleanor Evans (Oceanside USD), 2020  
Al Guerra (Alpine Union SD), 2019  
Beth Hergesheimer (San Dieguito Union HSD), 2019  
Laurie Humphrey (Chula Vista ESD), 2020  
Claudine Jones (Carlsbad USD), 2020  
Michael McQuary (San Diego USD)◇, 2020  
Tamara Otero (Cajon Valley Union SD), 2019  
Dawn Perfect (Ramona USD), 2019  
Barbara Ryan (Santee SD), 2019  
Elva Salinas (Grossmont Union HSD), 2020  
Debra Schade (Solana Beach ESD), 2020  
Nicholas Segura (Sweetwater Union HSD)◇, 2020  
Charles Sellers (Poway USD)◇, 2019

Arturo Solis (Sweetwater Union HSD)◇, 2019  
Marla Strich (Encinitas Union ESD), 2020  
Cipriano Vargas, (Vista USD), 2020  
Sharon Whitehurst-Payne (San Diego USD)◇, 2019  
**Region 17 County**  
Guadalupe Gonzalez (San Diego COE), 2019 ◇

---

**REGION 18 – 21 Delegates (16 elected/5 appointed)◇**  
Director: Wendy Jonathan (Desert Sands USD)

---

**Subregion 18-A (Riverside)**

Alfredo Andrade (Banning USD), 2019  
Kenneth Dickson (Murrieta Valley USD), 2019  
Robert Garcia (Jurupa USD), 2019  
Madonna Gerrell (Palm Springs USD), 2019  
Blanca T. Hall (Coachella Valley USD), 2020  
Tom Hunt (Riverside USD)◇, 2019  
Cleveland (CJ) Johnson (Moreno Valley USD)◇, 2019  
Marla Kirkland (Val Verde USD), 2020  
Susie Lara (Beaumont USD), 2020  
Patricia Lock-Dawson (Riverside USD)◇, 2020  
David Nelissen (Perris Union HSD), 2020  
Bill Newberry (Corona-Norco USD)◇, 2020  
Kristi Rutz-Robbins (Temecula Valley USD), 2019  
Victor Scavarda (Hemet USD), 2020  
Susan (Sue) Scott (Lake Elsinore USD), 2020  
Mary Helen Ybarra (Corona-Norco USD)◇, 2019  
Vacant, 2019

**Subregion 18-B (Imperial)**

Ralph Fernandez (Brawley Union HSD), 2019  
Diahna Garcia-Ruiz (Heber ESD), 2019  
Gloria Santillan (Brawley ESD), 2020  
**County:** Wendel W. Tucker (Riverside COE), 2020

---

**REGION 20 – 12 Delegates (11 elected/1 appointed)◇**  
Director: Albert Gonzalez (Santa Clara USD)

**County: Santa Clara**

Frank Biehl (East Side Union HSD), 2020  
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2020  
Danielle Cohen (Campbell Union SD), 2019

---

Pamela Foley (San Jose USD)◇, 2019  
Bonnie Mace (Evergreen ESD), 2019  
Joe Mitchner (Mountain View-Los Altos Un. HSD), 2020  
Jodi Muirhead, (Santa Clara USD), 2020  
Reid Myers (Sunnyvale SD), 2019  
Andres Quintero (Alum Rock Union ESD), 2019  
George Sanchez (Franklin-McKinley ESD), 2019  
Vacant, 2019

**County:** Rosemary Kamei (Santa Clara COE), 2020

---

**REGION 21 – 7 Delegates (0 elected/ 7 appointed)◇**  
Director: Kelly Gonez (Los Angeles USD)◇, 2022

**County: Los Angeles**

Monica Garcia (Los Angeles USD)◇, 2021  
George McKenna (Los Angeles USD)◇, 2020  
Nick Melvoin (Los Angeles USD)◇, 2022  
Ref Rodriguez (Los Angeles USD)◇, 2020  
Scott Schmerelson (Los Angeles USD)◇, 2020  
Richard Vladovic (Los Angeles USD)◇, 2020

**Region 18 County**

Douglas Boyd (Los Angeles COE)◇, 2020

---

**REGION 22 – 6 Delegates (6 elected)**  
Director: Keith Giles (Lancaster ESD)

**Los Angeles County: North Los Angeles**

John Curiel (Westside Union ESD), 2019  
Steven DeMarzio (Westside Union ESD), 2020  
Stacy Dobbs (Castaic Union SD), 2020  
R. Michael Dutton (Antelope Valley Union HSD), 2019  
Nancy Smith (Palmdale ESD), 2020  
Steven M. Sturgeon (William S. Hart Union HSD), 2019

---

**REGION 23 – 15 Delegates (13 elected/2 Appointed)◇**  
Director: Helen Hall (Walnut Valley USD)

---

**Los Angeles County: San Gabriel Valley & East Los Angeles**

**Subregion 23-A**

Suzie Abajian (South Pasadena USD), 2019  
Adele Andrade-Stadler (Alhambra USD), 2019  
Kimberly Kenne (Pasadena USD), 2020  
Gregory Krikorian (Glendale USD), 2020  
Gary Scott (San Gabriel USD), 2020

**Subregion 23-B**

Jessica Ancona (El Monte City SD), 2019  
Anthony Duarte (Hacienda La Puente USD), 2020  
Gino (J.D.) Kwok (Hacienda La Puente USD)◇, 2020  
Larry Redinger (Walnut Valley USD), 2019

**Subregion 23-C**

Cory Ellenson (Glendora USD), 2020  
Steven Llanusa (Claremont USD), 2020  
Christina Lucero (Baldwin Park USD), 2019  
Eileen Miranda Jimenez (West Covina USD), 2019  
Roberta Perlman (Pomona USD)◇, 2019  
Paul Solano (Bassett USD), 2020

---

**REGION 24 – 16 Delegates (14 elected/2 Appointed)◇**  
Director: Donald E. LaPlante (Downey USD)

**Los Angeles County: Southwest Crescent**

Darryl Adams (Norwalk-La Mirada USD), 2019  
Leighton Anderson (Whittier Union HSD), 2020  
Jan Baird (South Whittier ESD), 2019  
Maggie Bove-LaMonica (Hermosa Beach City ESD), 2020  
Diana Craighead (Long Beach USD)◇, 2020  
Paul Gardiner (East Whittier City ESD), 2020  
Vivian Hansen (Paramount USD), 2019  
Megan Kerr (Long Beach USD)◇, 2019  
Eugene Krank (Hawthorne SD), 2020  
Jose Lara (El Rancho USD), 2019  
Sylvia V. Macias (South Whittier ESD), 2020  
Karen Morrison (Norwalk-La Mirada USD), 2020  
Ann M. Phillips (Lawndale ESD), 2020  
Jesse Urquidi, (Norwalk-LaMirada USD), 2020  
Ana Valencia (Norwalk-La Mirada USD), 2019  
Satra Zurita, (Compton USD), 2019

**AGENDA ITEM 14**  
**DISCUSSION: Administrative Reports**

**BACKGROUND**

S. Lyons, Superintendent, will report on activities relevant to District and Sutter's Mill School business.

B. Holler, Principal, will report on activities relevant to Gold Trail School business.

Aidan Harte, Chief Business Officer, will be available to answer question relevant to financial business.

Board members will report on activities relevant to District business.

Student enrollment is included for review.

**ATTACHMENTS**

- Student enrollment YTD

**BUDGETED**

☒ NA

☐ Yes

☐ No

☐ Cost Analysis Follows

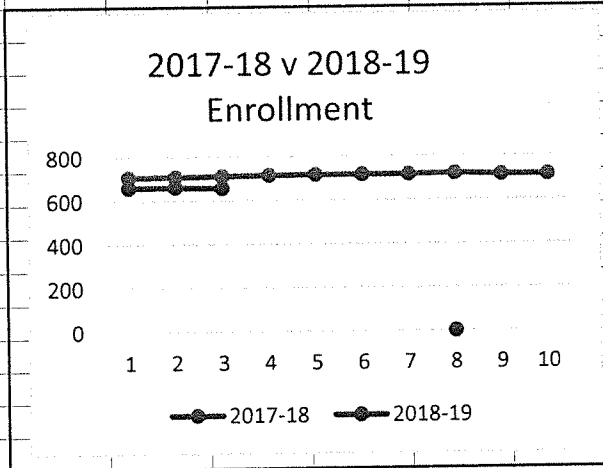
**RECOMMENDATION**

No action needed

**NOTES**

Enrollment Report  
Historical, Current Projection

	1	2	3	4	5	6	7	8	9	10
1995-96	666	663	666	666	668	663	657	658	657	656
1996-97	694	695	694	696	695	691	695	694	700	698
1997-98	702	698	700	703	710	712	709	707	703	705
1998-99	662	655	663	661	656	650	660	658	668	667
1999-00	650	655	663	652	651	653	669	670	664	667
2000-01	652	659	656	654	656	663	665	664	664	662
2001-02	644	648	645	654	649	651	653	649	652	649
2002-03	635	645	648	662	659	651	653	658	659	665
2003-04	604	608	608	608	603	602	602	606	607	606
2004-05	550	555	556	552	555	553	553	557	557	557
2005-06	538	545	543	549	557	551	554	554	556	556
2006-07	552	549	541	546	546	546	546	542	542	540
2007-08	538	543	552	557	558	563	561	561	566	558
2008-09	544	547	543	540	537	539	551	550	550	553
2009-10	545	543	539	538	540	546	549	548	551	551
2010-11	542	545	542	549	550	548	545	547	551	551
2011-12	546	544	544	542	547	551	556	556	553	555
2012-13	574	570	574	582	584	588	594	596	598	596
2013-14	602	599	601	603	605	605	610	608	610	606
2014-15	632	635	647	644	648	659	657	654	655	646
2015-16	635	636	640	639	644	647	658	661	662	666
2016-17	679	685	687	686	686	688	690	700	700	702
2017-18	707	709	712	715	716	717	717	720	714	713
2018-19	660	661	657							



**2018-19 Enrollment this month**

TK	16	4	67
K	72	5	66
1	58	6	83
2	63	7	85
3	60	8	87
Total	269	Total	388
District Total Enrollment			657

Gold Trail Union School District  
 Supplemental Information  
 Regular Meeting of the Board: November 8, 2018

**AGENDA ITEM 17.0**  
**Reconvene Public Session and Closed Session Disclosure**

***If Vote Taken in Closed Session***

<b><i>ACTION</i></b>	<b><i>Moved</i></b>	<b><i>Seconded</i></b>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>

**AGENDA ITEM 18.0**  
**Future Meetings**

**Date: Thursday, December 13, 2018 Time: 6:00 p.m. Location: Gold Trail School Library**

Agenda Items for that meeting may include but are not limited to:

Board Organizational Meeting  
 Board Policies, Administrative Regulations and Board Bylaws  
 Comprehensive School Safety Plan  
 Review of District Vision, if applicable  
 First Interim Financial Report  
 Review of Board and Superintendent Protocols  
 Transportation Report

***Requests may be made at this time for items to be placed on a future agenda.***

**ADJOURNMENT – Time:**

<b><i>ACTION</i></b>	<b><i>Moved</i></b>	<b><i>Seconded</i></b>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Voted Nay</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Abstained</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>
<i>Absent</i>	<i>Barbieri</i>	<i>Howser Bauer Hennike Lander</i>

<b>AGENDA ITEM:</b> <b>Closed Session</b>
--

**15. CLOSED SESSION OPEN HEARING**

Members of the public may take this opportunity to comment on Closed Session agenda items.

**16. CLOSED SESSION**

The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, Superintendent.

**.1 CONFERENCE WITH LABOR NEGOTIATORS** (*Government Code Section 54957.6*)

The Board will give direction regarding employee bargaining issues with the Gold Trail Federation of Educators and discussion with other non-represented employee groups.

**NOTES**

*The Brown Act and Education Code delineate the circumstances under which a legislative body of a local agency may meet in closed session and limits legislative bodies to the types of closed sessions identified under Government Code 54962. The Brown Act and Education Code authorize closed sessions for the following:*

- 1. Real Property Transactions*
- 2. Pending litigation*
- 3. Joint Powers Agency ("JPA") issues*
- 4. Public security*
- 5. Personnel exception*
- 6. Collective Bargaining*
- 7. Student Discipline*
- 8. Assessment Instruments*