

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, February 12, 2013
6:00 p.m.**

**Board Room
1601 E. Chestnut Avenue
Santa Ana**



**Rob Richardson
Vice President**

**José Alfredo Hernández, J.D.
President**

**Thelma Meléndez, Ph.D.
Secretary/
Superintendent**

**John Palacio
Member**

**Audrey Yamagata-Noji, Ph.D.
Clerk**

**Cecilia "Ceci" Iglesias
Member**

If special assistance is needed to participate in the Board meeting, please contact Board Recording Secretary, at (714) 558-5515. Please call prior to the meeting to allow for reasonable arrangements to ensure accessibility to this meeting, per the Americans with Disabilities Act, Title II.

Mission Statement

The Santa Ana Unified School District is dedicated to high academic achievement, in a scholarly and supportive environment, ensuring that all students are prepared to accomplish their goals in life.

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

The Governing Board is elected by the community to provide leadership and citizen oversight of the District's schools. The Board works with the Superintendent to fulfill its major roles including:

1. Setting a direction for the District.
2. Providing a basic organizational structure for the SAUSD by establishing policies.
3. Ensuring accountability.
4. Providing community leadership on behalf of the District and public education.

Agenda Items are provided to the Board of Education that includes the description of items of business to be considered by the Board for approval at Board Meetings. These items contain recommendations; the Board may exercise action they believe is best for the SAUSD.

Board Meeting Documentation

Any and all supporting materials are made available to the public by the Public Information Office. They may be reached from 8:00 a.m. – 4:30 p.m. at (714) 558-5555.

Public Comments at Board Meetings

The agenda shall provide members of the public the opportunity to address the Board regarding agenda items before or during the Board's consideration of the item. The agenda also provides members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.

Individual speakers are allowed three minutes to address the Board on agenda or nonagenda items. The Board may limit the total time for public input on each item to 20 minutes. With the Board's consent, the Board President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

The Board urges that complaints and derogatory remarks against a District employee be made in writing on forms available in the Office of the Superintendent. This allows the District and the Board to examine more carefully the complaint and to initiate the appropriate investigation.

Persons wishing to address the Board on an item on the agenda or an item of business in the Board's jurisdiction are requested to complete a card. This card is to be submitted to the Secretary of the Board. The *Request to Address the Board of Education* cards are located on the table in the foyer.

Televised Meeting Schedule

The Regular Board of Education meetings are broadcast live on the second and fourth Tuesdays of each month on Channel 31. The meeting is replayed on Tuesdays at 6:00 p.m. and Saturdays at 3:00 p.m., following the Board of Education meeting.

Agenda and Minutes on District Website at <http://www.sausd.us>

BOARD OF EDUCATION
REGULAR MEETING

SANTA ANA UNIFIED SCHOOL DISTRICT
1601 EAST CHESTNUT AVENUE
SANTA ANA, CA 92701

TUESDAY
FEBRUARY 12, 2013
6:00 PM

AGENDA

CALL TO ORDER

4:30 P.M. RECESS TO CLOSED SESSION

- See Closed Session Agenda below for matters to be considered at this time.

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT

SUPERINTENDENT'S REPORT

- Announcements/Awards Received

RECOGNITIONS

- Classified Employee of the Month for February 2013, David Lopez
- Customer Service Employee of the Month for February 2013, Kim Mancilla

PRESENTATION

- Preschool Programs Update

PUBLIC HEARING

- Terms of Energy Conservation Services Contract with SunPower Corporation

PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

- Individuals or groups may make presentations or bring matters to the Board's attention that are within the Board's subject matter jurisdiction.

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Minutes of Regular Board Meeting - January 29, 2013
- 1.2 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 - School-Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School-Sponsored Trips
- 1.3 Ratification of Amendment No. 04 to Subcontract No. 2010-2538 with The Regents of the University of California for California Postsecondary Education Commission Improving Teacher Quality Grant from January 3, 2011 through September 30, 2013
- 1.4 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.5 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2012-13 School Year
- 1.6 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year
- 1.7 Approval of Permanent Exemption from Courses in Physical Education for Student with Disability
- 1.8 Approval of Memorandum of Understanding with K to College
- 1.9 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of January 9, 2013 through January 29, 2013
- 1.10 Ratification of Expenditure Summary and Warrant Listing for Period of January 9, 2013 through January 29, 2013
- 1.11 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 9, 2013 through January 29, 2013
- 1.12 Acceptance of Completion of Contracts for Various Projects Districtwide
- 1.13 Authorization of Contract for Districtwide Computer Energy Management Services

Items removed from Consent Calendar for discussion and separate action:

REGULAR AGENDA - ACTION ITEMS

- 2.0 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 3.0 Authorization to Obtain Request for Proposals for After-School Service Providers
- 4.0 Approval of Submission of S.D. Bechtel, Jr. Foundation Grant for 2013-18 School Years
- 5.0 Approval to Partner with University of California, Irvine on the Equitable Science Curriculum for Advanced Public Education Grant for 2014-17 School Years

RECESS REGULAR BOARD OF EDUCATION MEETING TO CONVENE ANNUAL MEETING OF SANTA ANA UNIFIED SCHOOL DISTRICT PUBLIC FACILITIES CORPORATION

- 6.0 Approval of Appointment of Corporate Directors to Santa Ana Unified School District Public Facilities Corporation

RECONVENE REGULAR BOARD OF EDUCATION MEETING

- 7.0 Authorization to Renew Contracts for Cellular Services Districtwide with Verizon Wireless and Sprint Nextel Under E-Rate for 2013-14 Fiscal Year
- 8.0 Authorization to Award Contract for Telecommunication and Internet Access Services Districtwide to AT&T Under E-Rate for 2013-14 Fiscal Year
- 9.0 Authorization to Award Contract for Wide Area Network Services Districtwide to Sunesys, Inc., and Zayo, Inc., Under E-Rate for 2013-14 Fiscal Year
- 10.0 Authorization to Award Contract for Installation of Structured Cabling System and Network Equipment to AT&T at Various E-Rate Eligible Sites
- 11.0 Authorization to Award Contract for Avaya Telephone System Maintenance Districtwide to Continuant, Inc., Contingent on E-Rate Funding for 2013-14 Fiscal Year
- 12.0 Authorization to Award Contract for Internet Services Districtwide to Orange County Department of Education Contingent on E-Rate Funding for 2013-14 Fiscal Year
- 13.0 Authorization to Award Contract for CiscoBASE Maintenance and Maintenance of Network Equipment and Cabling Districtwide to NIC Partners, Inc., Under E-Rate for 2013-14 Fiscal Year
- 14.0 Adoption of Resolution No. 12/13-2950 - Authorizing Award of Contract to SunPower Corporation for Energy Conservation Services at Various School Sites

- 15.0 Authorization to Award Piggyback Contract for Purchase and Installation of Shade Structures Districtwide to U.S. Shade and Fabric Structures, Inc.
- 16.0 Acceptance of Withdrawal Letter From Horizons Construction Co., Intl., for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School Under Modernization Program
- 17.0 Authorization to Award Contract for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School Under Modernization Program
- 18.0 Approval of Personnel Calendar
- 19.0 Adoption of Resolution No. 12/13-2952 - Declaring February 2013 as African American History Month
- 20.0 Board and Staff Reports/Activities

RECESS TO CLOSED SESSION

See Closed Session Agenda below for matters to be considered at this time.

CLOSED SESSION AGENDA

- A. With respect to every item of business to be discussed in Closed Session pursuant to Education Code Sections 35146 and 48918:

STUDENT EXPULSIONS AND DISCIPLINE ISSUES

- B. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.9 (a) (b) (1) and (c):

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- C. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

- D. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54947.6:

CONFERENCE WITH LABOR NEGOTIATOR:

SAEA, CSEA, CWA
Bargaining Units
Mr. Chad Hammitt,
District Negotiator

- E. The Board of Education will meet in Closed Session as provided by the California Government Code Section 54957 to consider:

1. Public Employee Contract Renewal – (Assistant Superintendent, Elementary Education)
2. Public Employee Contract Renewal – (Assistant Superintendent, Secondary Education)

The Board may exercise discretion to adjourn to Closed Session at any time during this meeting to instruct its representatives regarding negotiations with represented and unrepresented employees.

RECONVENE REGULAR MEETING AND REPORT ACTION TAKEN IN CLOSED SESSION THAT IS REQUIRED TO BE REPORTED OUT AT THIS MEETING

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, March 12, 2013, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Classified Employee of the Month for February 2013, David Lopez

ITEM: Recognition

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

PREPARED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Customer Service Employee of the Month for February 2013.

RATIONALE:

A selection committee, consisting of classified and certificated employees, has reviewed nominees and selected the Customer Service Employee of the Month for February 2013. The members have selected David Lopez, Library Media Technician, Jefferson Elementary School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize David Lopez as Customer Service Employee of the Month for February 2013.

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Customer Service Employee of the Month for February 2013,
Kim Mancilla

ITEM: Recognition

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

PREPARED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Customer Service Employee of the Month for February 2013.

RATIONALE:

A selection committee, consisting of classified and certificated employees, has reviewed nominees and selected the Customer Service Employee of the Month for February 2013. The members have selected Kim Mancilla, Office Manager, Lathrop Intermediate School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Kim Mancilla as Customer Service Employee of the Month for February 2013.



CH:nr:ea

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Preschool Programs Update**

ITEM: **Presentation**

SUBMITTED BY: **Herman Mendez, Assistant Superintendent, Elementary Education**

PREPARED BY: **Mark Bello, Principal, Mitchell Child Development Center**
 Charlotte Ervin, Coordinator, Head Start
 Janneth Linnell, Coordinator, Early Childhood Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the Board with an update of the District's preschool programs which include Mitchell Child Development Center, Head Start, and Early Childhood Education. The presentation will include information on programming, locations, educational outcomes, and services.

RATIONALE:

This presentation highlights the preschool programs for the Early Childhood Education, Head Start, and Special Education's implementation of a quality program.

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.

HM:sz

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Preschool Programs

Mitchell Child Development Center,
Head Start, and
Early Childhood Education

February 12, 2013

Getting to the Core



Thelma Meléndez de Santa Ana, Ph.D., Superintendent
Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
Herman Mendez, Assistant Superintendent, Elementary Education
Doreen Lohnes, Assistant Superintendent, Support Services
Mark Bello, Principal, Mitchell Child Development Center
Charlotte Ervin, Coordinator, Head Start
Janneth Linnell, Coordinator, Early Childhood Education

Superior Standards

Supportive School Climate

Successful Students

Agenda



- Preschool Programs
- Special Education Programs
- Locations
- College and Career Ready
- Educational Outcomes
 - Desired Results Developmental Profile
 - Kindergarten Foundational Skills Outcomes
- Partnerships
- Highlights
- Next Steps



Getting to the Core



Superior Standards

Supportive School Climate

Successful Students

Programs



Getting to the Core



Head Start/Federally Funded	Early Childhood Education Department (ECE)/ State Funded			
	Learning Link	Pre-K Family Literacy	Kinder Readiness/ Title I	State Funded Preschool
550 children	75 families	192 children	336 children	288 children
<ul style="list-style-type: none"> •Serves preschool children (three to five years old) •Eligibility based on income •Delegate agency of Orange County Head Start, Inc. 	<ul style="list-style-type: none"> •Serves children (birth to five years old) and their families •Adult and child drop-in program •Children and Families Commission of Orange County funded 	<ul style="list-style-type: none"> •Serves pre-kindergarten children (four years old) •Eligibility based on income •Family literacy component required 	<ul style="list-style-type: none"> •Serves pre-kindergarten children (four years old) •Eligibility based on District attendance area 	<ul style="list-style-type: none"> •Serves pre-kindergarten children (four years old) •Eligibility based on income

Superior Standards

Supportive School Climate

Successful Students

Mitchell Child Development Center



Getting to the Core



Early Start Infants	Full Inclusion Preschool Programs	Mild Moderate Programs	Moderate Severe and Medically Fragile Programs	SUCSESS (Systematic Utilization of Comprehensive Skills Ensuring Student Success) Autism Programs	Specialized Services
34 children	66 children	252 children	34 children	154 children	113 children
<ul style="list-style-type: none"> • Birth to three years of age • One classroom staffed by two teachers and two instructional assistants • Housed at the Mitchell Child Development Center (CDC) site 	<ul style="list-style-type: none"> • Serves preschool children (three to five year olds) • Works closely with Head Start and ECE to place students that benefit from 100% participation with typical students • Housed at Mitchell CDC, and Roosevelt elementary sites 	<ul style="list-style-type: none"> • Serves three to five year olds • Located at Harvey, Heroes, Hoover, Kennedy, Washington, and Taft elementary sites 	<ul style="list-style-type: none"> • Serves three to five year olds • Students with moderate to severe needs • Students with severe medical needs • Located at Mitchell CDC, Harvey and Kennedy elementary sites 	<ul style="list-style-type: none"> • 14 SUCSESS Programs that serve children with Autism • Research based interventions • Intensive Behavior Intervention (IBI) Clinic • Located at Washington and Mitchell CDC 	<ul style="list-style-type: none"> • These students receive services such as speech language or adaptive physical education, but are not in a special day class • Services are typically provided at the school of residence

Superior Standards

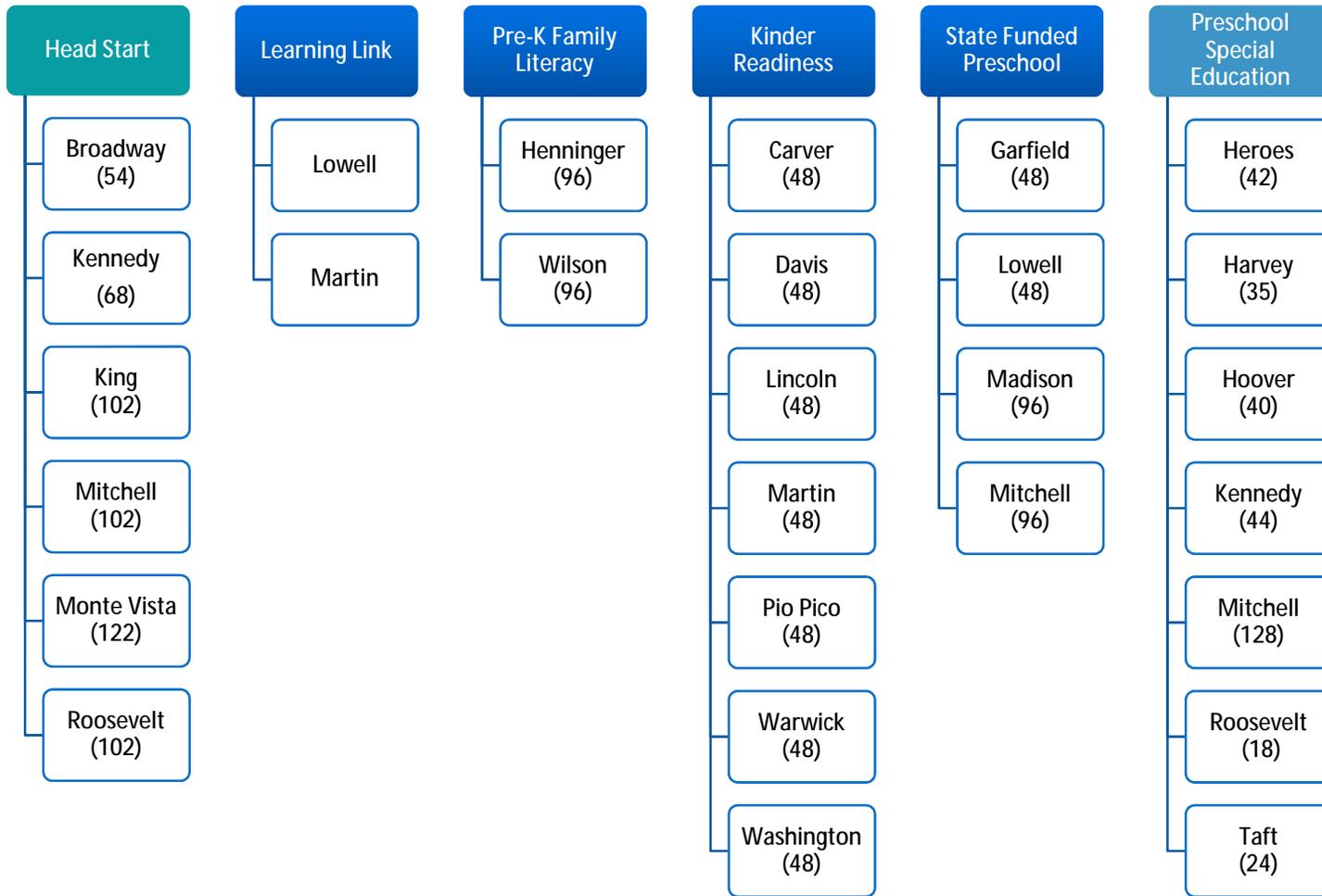
Supportive School Climate

Successful Students

Locations



Getting to the Core



Superior Standards

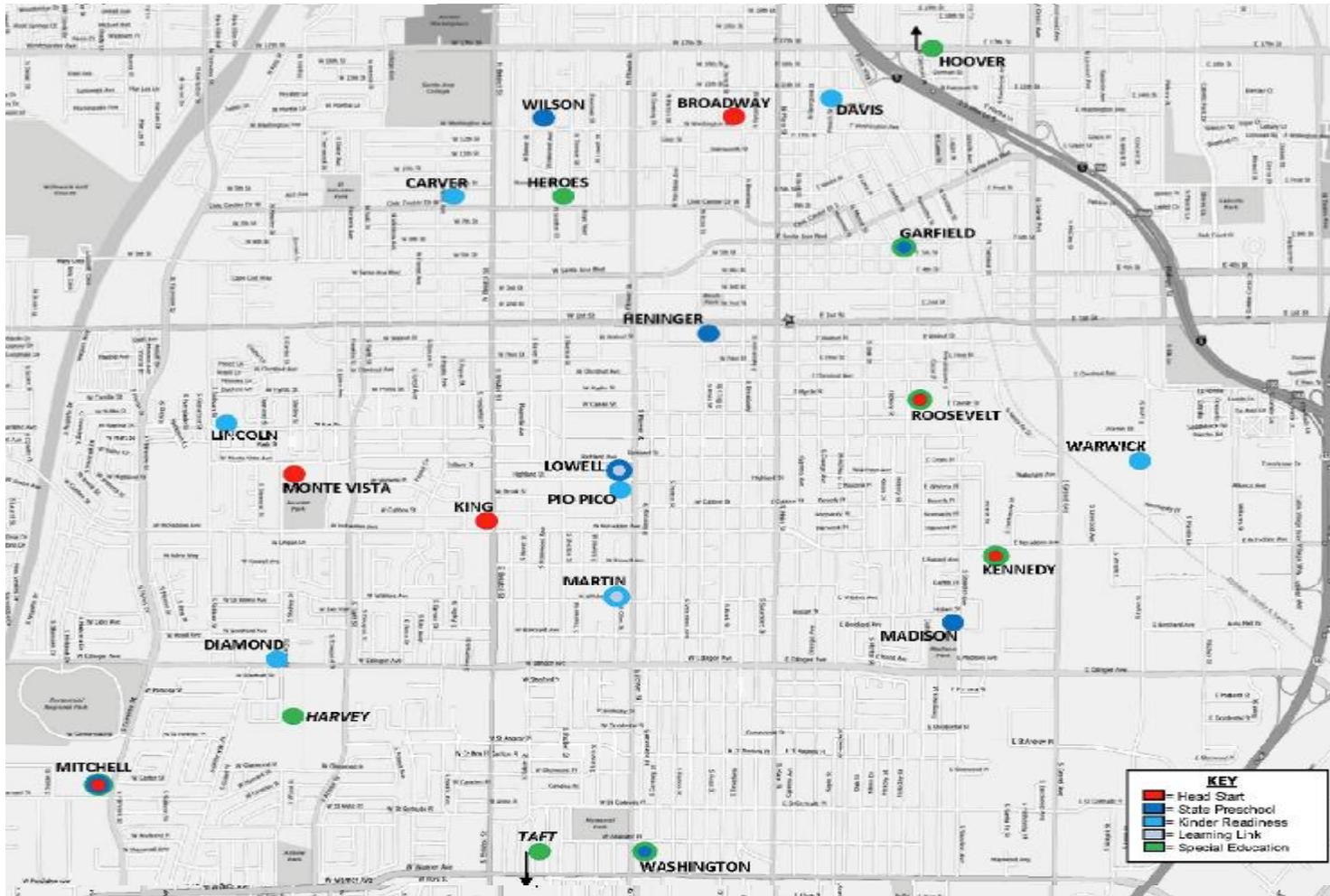
Supportive School Climate

Successful Students

Locations



Getting to the Core



Superior Standards

Supportive School Climate

Successful Students

College and Career Ready



Getting to the Core



The Seven Building Blocks	Preschool Examples
<p>Clear Focus on Learning Establish a specific vision of what high-quality, personalized learning and instruction looks like inside classrooms based on Common Core State Standards.</p>	<ul style="list-style-type: none"> • Individualized instruction • Preschool Foundations linked to Common Core State Standards • Developmentally appropriate environment • Focus on the development of the whole child
<p>Comprehensive Accountability Assess student learning to inform practice and monitor implementation of best practices.</p>	<ul style="list-style-type: none"> • Use of the Desired Results Developmental Profile (DRDP) to inform curriculum and instruction • Annual Program Self Evaluation • Early Childhood Environmental Rating Scale implemented to maintain a learning-rich environment • Foundational Skills Assessment
<p>Climate Ensure safety of students and staff, and build trusting relationships that are driven by the core values of respect, responsibility, and results.</p>	<ul style="list-style-type: none"> • Classroom Assessment Scoring System (CLASS) • Establish respectful and trusting relationships with children and their families • Classroom safety protocols
<p>Capital Effectively and efficiently align fiscal, physical and personnel resources to support and ensure student learning.</p>	<ul style="list-style-type: none"> • Leveraging of funding across programs • Collaboration and shared resources among all preschool departments
<p>Communication Develop, define and deepen understanding of the District's vision internally and with our community through the creation of a unified message, including avenues for two way communication.</p> <p>Community and Parent Involvement Establish transparent, credible processes for community and stakeholder involvement. Seek and promote partnerships with parent groups, community groups and community leaders.</p>	<ul style="list-style-type: none"> • Parent Advisory Committee • Parent and community volunteers • Community partners provide external resources • Regular meetings with community partners • Yearly Preschool Health and Literacy Fairs
<p>Commitment and Capacity Ensure that all employees feel valued and enact the instructional vision through professional training, implementation, support, and monitoring of performance to strengthen student achievement.</p>	<ul style="list-style-type: none"> • Staff development opportunities offered (internal and external) • Coaching and mentoring • Staff evaluations

Superior Standards

Supportive School Climate

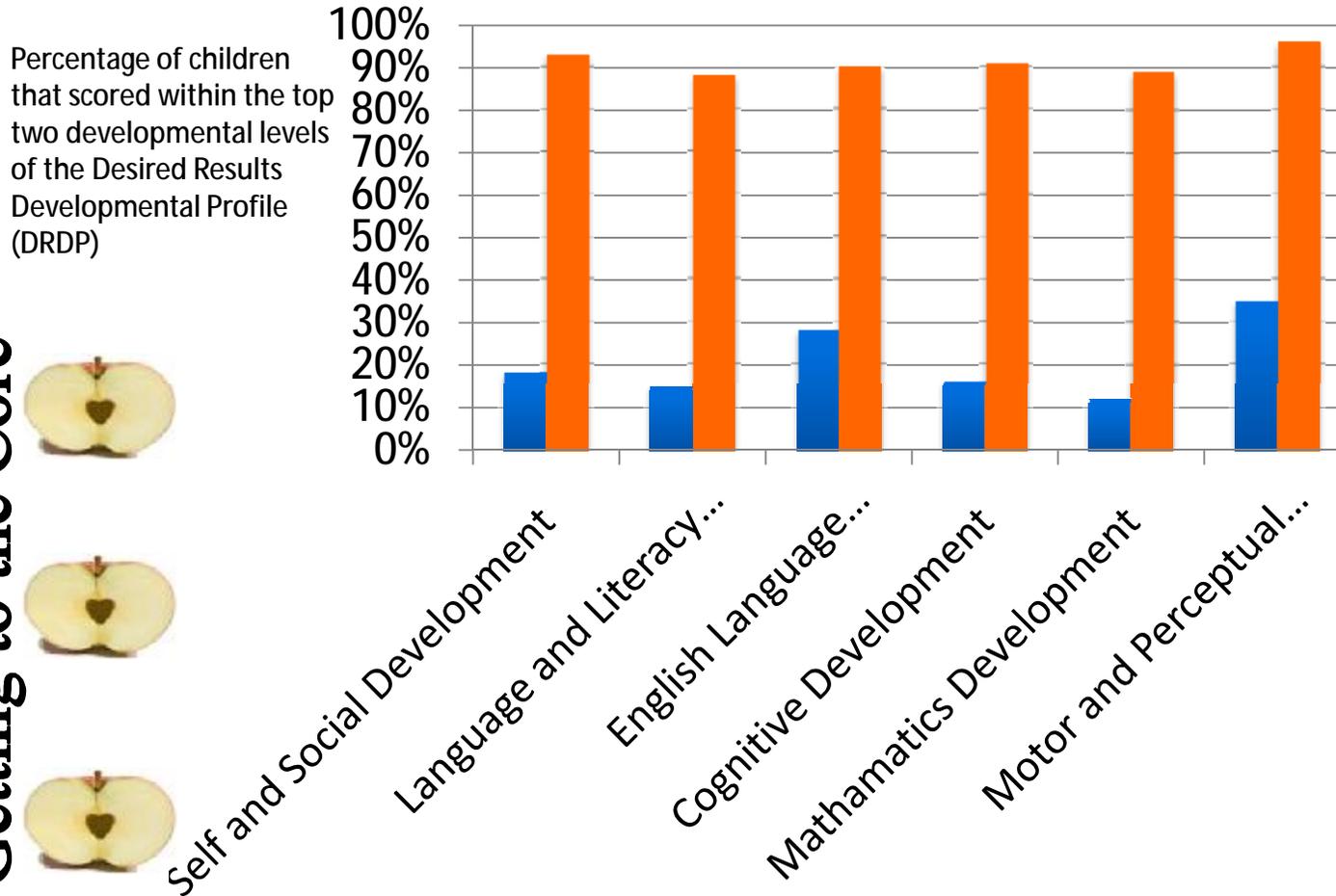
Successful Students

Educational Outcomes for Head Start and ECE Combined



2011-12
School Year

■ 1st Assessment
■ Final Assessment



Getting to the Core



Superior Standards

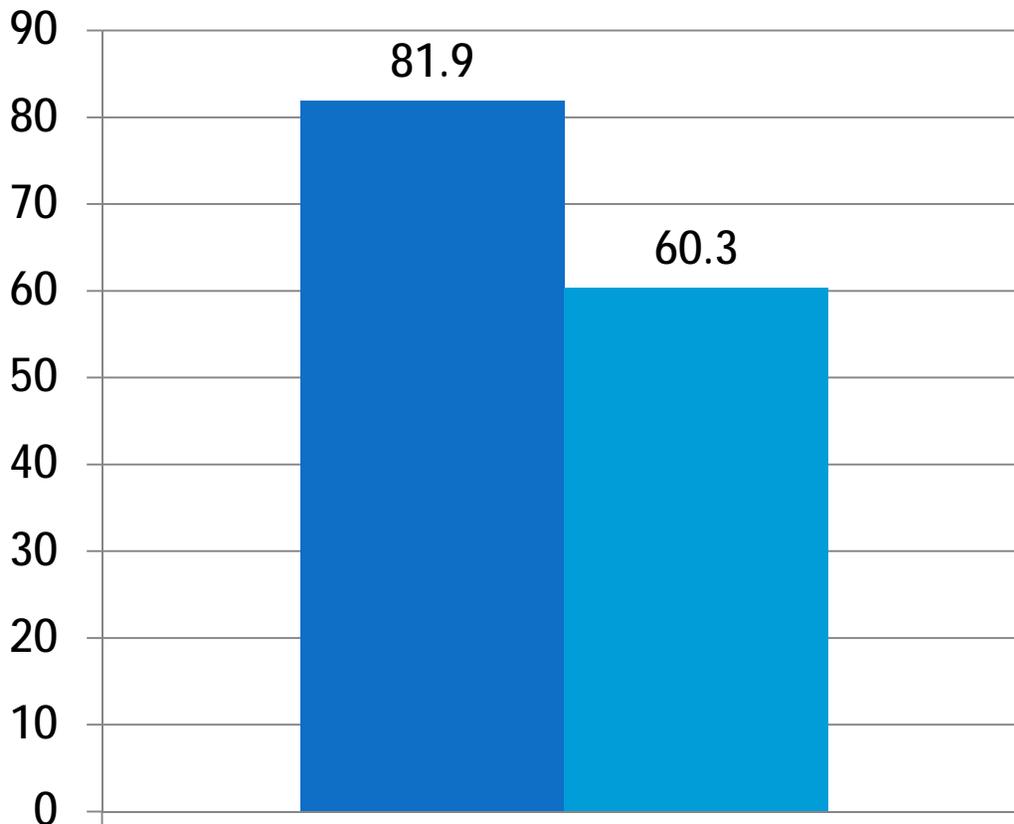
Supportive School Climate

Successful Students

Kindergarten Foundational Skills Assessment Results 2011-12



Getting to the Core



- Attended SAUSD Preschool
- Did Not Attend SAUSD Preschool



Superior Standards

Supportive School Climate

Successful Students

Partnerships



Getting to the Core



Partner	Support
Children and Families Commission of Orange County	Funding Instructional support Monitoring and technical assistance
Jumpstart from UCI and CSUF	Core Members (college students) support Literacy instructional support
MIND Research Institute	Access to Spatial Temporal Math software (Jiji) Professional development in math
Orange County Department of Education	Professional development
Orange County Head Start, Inc.	Funding Instructional support Monitoring and technical assistance
Orange County Heritage Museum	Host and sponsor community events for families and children
THINK Together	Provide additional early literacy programs and Summer Preschool Academy
Santa Ana Library	Host and sponsor literacy activities for children and families
Warwick Square Apartments	Facility for preschool program

Superior Standards

Supportive School Climate

Successful Students



Highlights

- 600 children and parents attended Literacy Fairs and Literacy Activity Nights
- 1,400 children screened for vision, hearing, dental, and body mass index (referrals were made as appropriate to health services)
- 100 parent education trainings and workshops provided with an average participation of 40 parents
- Incorporation of educational technology in all classrooms (SMART Boards, iPads, and computers)
- Provided technical assistance and training for the development of the MIND Research Institute's preschool math program and currently piloting the program
- Child Find Screenings
 - Conducted monthly
 - 400-500 students annually
- Use of RTI (Non-IEP) Interventions (Sound Train and Let's Talk for Speech or Language delays)
 - Trains parents to support Language Skills
 - Model and coach
 - 1 hour weekly session for 6 weeks



Getting to the Core



Superior Standards

Supportive School Climate

Successful Students



Next Steps

- Continue to strengthen the alignment with the Common Core State Standards
- Supporting the District's mission and College and Career Ready Students
- Continue to investigate and pursue additional funding and resources

Getting to the Core



Superior Standards

Supportive School Climate

Successful Students

AGENDA ITEM BACKUP SHEET

February 12, 2013

Board Meeting

TITLE: Terms of Energy Conservation Services Contract with SunPower Corporation

ITEM: Public Hearing

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Tova K. Corman, Senior Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing to consider the authorization of the terms of the Energy Conservation Services Agreement with SunPower Corporation ("Contract"). The Board will consider facts and testimony to determine whether the Contract is in the best interests of the District and whether the anticipated cost of the electrical or other energy under the Contract that would have been consumed by the District will be less than the anticipated cost to the District without the Contract.

RATIONALE:

Government Code Section 4217.12(a) authorizes a public agency to enter into an energy conservation services contract if its governing board determines it is in the best interest of the public agency and that the cost of the electrical or other energy under the Contract that would have been consumed by the District will be less than the anticipated cost to the District without the Contract. This determination must be made at a public hearing during a regularly scheduled Board meeting, where public notice is given at least two weeks in advance.

In accordance with the Government Code 4217.12(a) the Board of Education is required to consider the information and findings provided in the Energy Analysis along with any comments received during the public hearing prior to authorizing the Energy Conservation Services Contract with SunPower Corporation. Public notice was posted in the District's regular posting locations at least two weeks in advance of the public hearing.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing to consider the authorization of the terms of the Energy Conservation Services Contract with SunPower Corporation.

Santa Ana Unified School District
1601 E. Chestnut Avenue
Santa Ana, California 92701

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

January 29, 2013

CALL TO ORDER

The meeting was called to order at 4:46 p.m. by President Hernández. Other members in attendance were Mr. Richardson, Dr. Yamagata-Noji, Mr. Palacio, and Ms. Iglesias.

Cabinet members present were Dr. Meléndez de Santa Ana, Dr. Olsky, Mr. Bishop, Mr. Mendez, Ms. Lohnes, Mr. Dixon, Ms. Miller, Mr. Hammitt, and Mr. Valentin.

CLOSED SESSION PRESENTATIONS

Mr. Hernández asked those wishing to address the Board in matters pertaining to Closed Session to step to the lectern.

There were no individuals wishing to address the Board on matters of Closed Session.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed to consider legal issues, negotiations, and personnel matters.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:48 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Mr. Hernández.

SUPERINTENDENT'S REPORT

Dr. Meléndez greeted all present.

Dr. Meléndez began her remarks by announcing the theme for the evening "Sharing our Progress." She stated that the District continues its focus on Getting to the Core with Superior Standards, Supportive School Climate, and Successful Students; mentioning that reports and presentations for the evening will reflect progress in the areas of Facilities, Budget, and Positive Behavioral Intervention and Supports.

Dr. Meléndez announced that Century High School was selected among 55 nominations to be awarded the 2013 National Exemplary Bullying Prevention Program Award. This prestigious award will be presented at the National Conference on Bullying in Orlando, Florida in February. Dr. Meléndez noted that the implementation of PBIS at Century is identified as a central component in their efforts to reduce bullying on campus.

Dr. Meléndez concluded her remarks by honoring a student who exemplifies the District's commitment to prepare students to be college and career ready. Out of 11,000 entrants, Ly Duong, a third grade student, was awarded the grand prize winner of the Orange County History essay contest. As the winner, Ly received a new computer, printer, prizes, and her essay was published in the OC Register. Dr. Meléndez invited Ly to the lectern along with her mother, aunt, Ms. Yen, Ly's teacher and Mr. Longacre, principal to read her essay.

RECOGNITIONS

Classified Employee of the Month for January 2013, Sandra Pedraza

President Hernández called Mr. Hammitt to the lectern; he introduced Mr. Bustamante, Principal at Carr Intermediate School, and Ms. Sandra Pedraza. Ms. Pedraza was nominated for being honest, responsible, assertive and caring.

Customer Service Employee of the Month for January 2013, Yolanda Aguirre

President Hernández called Mr. Hammitt to the lectern; he introduced Ms. Carter, ROP Director, and Ms. Yolanda Aguirre. Ms. Aguirre was nominated displaying passion, enthusiasm, and excitement in providing assistance, support, and resources, to help students plan and achieve their college, career, and life goals.

PRESENTATIONS

2011-12 Measure G Independent Financial and Performance Audit Report and Bond Oversight Committee 2011-12 Annual Report

Board President Hernández asked Mr. Dixon, Assistant Superintendent, Facilities and Governmental Relations to step to the lectern.

Mr. Dixon introduced Royce Townsend, CPA, Vavrinek, Trine, Day & Co., LLP and Carl Benninger, Chair, Measure G Independent Citizens' Bond Oversight Committee. Each provided a report on the independent financial and performance audit; Mr. Townsend and Mr. Benninger stated that the District is considered to be in compliance.

Change in Order of Agenda

President Hernández received consensus from the Board, to bring forward agenda items 8.0 and 9.0.

8.0 ACCEPTANCE OF 2011-12 MEASURE G INDEPENDENT FINANCIAL AND PERFORMANCE AUDIT

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to accept the 2011-12 Measure G Independent Financial and Performance Audit.

9.0 ACCEPTANCE OF MEASURE G BOND OVERSIGHT COMMITTEE'S 2011-12 ANNUAL REPORT

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to accept the Measure G Bond Oversight Committee's 2011-12 Annual Report.

Facilities Master Plan Annual Update

Board President Hernández asked Mr. Dixon, Assistant Superintendent, Facilities and Governmental Relations, to step to the lectern.

Mr. Dixon provided the Board with a fact-based, data-driven report related to the District's educational facilities.

Change in Order of Agenda

President Hernández received consensus from the Board, to bring forward agenda item 10.0.

10.0 ACCEPTANCE OF FACILITIES MASTER PLAN ANNUAL UPDATE

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to accept the Facilities Master Plan annual update.

Budget Update - Governor's Proposed Budget

Board President Hernández asked Mr. Bishop, CBO, Interim Deputy Superintendent, Operations, to step to the lectern.

Mr. Bishop provided the Board with an in-depth analysis of the District Budget overview based on Governor's proposed 2013-14 State Budget.

Summarized Data of Williams Settlement Second Quarterly Report

Board President Hernández asked Dr. Olsky, Deputy Superintendent, Chief Academic Officer, to step to the lectern.

Dr. Olsky presented to the Board the second quarterly-report with one resolved facility condition complaint.

Update on Implementation of Positive Behavior Intervention Supports

Board President Hernández asked Ms. Lohnes, Assistant Superintendent, Support Services, to step to the lectern.

Ms. Lohnes presented an update to the Board on the progress of the district-wide implementation of Positive Behavior Intervention Supports.

PUBLIC HEARING

Santa Ana Unified School District's Initial Bargaining Proposal to Santa Ana School Police Officers Association for 2012-13 School Year

Board President Hernández declared the Public Hearing open. He asked those wishing to address this item to step to the lectern. After hearing no comments, Mr. Hernández declared the Public Hearing closed.

Change in Order of Agenda

President Hernández received consensus from the Board, to bring forward agenda item 13.0.

13.0 APPROVAL OF SANTA ANA UNIFIED SCHOOL DISTRICT'S INITIAL BARGAINING PROPOSAL TO SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION FOR 2012-13 SCHOOL YEAR

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the Santa Ana Unified School District's Initial Bargaining Proposal to the Santa Ana School Police Officers Association for the 2012-13 school year.

PUBLIC PRESENTATIONS

Board President Hernández asked those wishing to address the Board on matters related to agenda items to step to the lectern. There were no individuals wishing to address the Board.

1.0 APPROVAL OF CONSENT CALENDAR

Board President Hernández asked if Board or staff members wished to remove any items from the consent calendar.

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the remaining items on the Consent Calendar, as follows:

- 1.1 Approval of Minutes of Regular Board Meeting - December 11, 2012, Minutes of Special Board Study Session - December 15, 2012, and Minutes of Special Board Study Session - January 15, 2013
- 1.2 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

331028 - Carr Intermediate

For the violation of Education Code Section 48900, paragraph E, .2, R that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 25, 2013.

320171 - Century High

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

182996 - Saddleback High

For the violation of Education Code Section 48900, paragraph B, K that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 25, 2013.

308717 - Santa Ana High

For the violation of Education Code Section 48900, paragraph C, K that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

182381 - Santa Ana High

For the violation of Education Code Section 48900, paragraph A, K that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

190191 - Santa Ana High

For the violation of Education Code Section 48900, paragraph A, K that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

325846 - Spurgeon Intermediate

For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

310738 - Spurgeon Intermediate

For the violation of Education Code Section 48900, paragraph A, B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 8, 2014.

302022 - Valley High

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 25, 2013.

340169 - Willard Intermediate

For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

- 1.3 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year
- 1.4 Approval of Interagency Agreement with Regional Center of Orange County
- 1.5 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of November 28, 2012 through January 8, 2013
- 1.6 Ratification of Expenditure Summary and Warrant Listing for Period of November 28, 2012 through January 8, 2013
- 1.7 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of November 28, 2012 through January 8, 2013
- 1.8 Approval of Disposal of Obsolete Library Books and/or Textbooks
- 1.9 Approval of Disposal of Obsolete Unrepairable Computer Equipment, Miscellaneous Furniture, and Equipment and Modification of Disposal Approval Process
- 1.10 Authorization to Award a Contract to Southwest Material Handling, Inc., and Toyota Financial for Lease of Warehouse Equipment
- 1.11 Authorization to Obtain Bids for Purchase of Specialty Paper for Publications Department
- 1.12 Authorization to Obtain Bids for Replacement of Multi-Zone Air Conditioning Units at Harvey and Kennedy Elementary Schools
- 1.13 Approval of Pre-Approved Consultant List for Hazardous Material Abatement Consulting Services Related to Asbestos, Lead Paint, Mold, and/or Other Building-Related Environmental Issues for Future District Projects
- 1.14 Acceptance of Completion of Contracts for Various Projects Districtwide
- 1.15 Approval of Deductive Change Orders for Various Projects Districtwide
- 1.16 Approval of Substitute Subcontractor for Bid Package No. 1 General Construction - Electrical at Diamond Elementary School Under Modernization Program
- 1.17 Ratification of Memorandum of Understanding with Orange County Superintendent of Schools Regarding Beginning Teacher Support and Assessment/Induction Education Specialist Program

- 1.18 Approval of Board Member's Attendance at California School Boards Association Masters in Governance Program from February through October 2013
- 1.19 Approval of Board Member's Attendance to California School Boards Association Executive Committee, Board of Directors, and Delegate Assembly Meetings for 2013

REGULAR AGENDA - ACTION ITEMS

ACTION ITEM 5.0 REMOVED FROM REGULAR AGENDA FOR FUTURE BOARD MEETING:

- 5.0 APPROVAL OF APPOINTMENT OF CORPORATE DIRECTORS TO SANTA ANA UNIFIED SCHOOL DISTRICT PUBLIC FACILITIES CORPORATION
- 2.0 ACCEPTANCE OF GIFTS IN ACCORDANCE WITH BOARD POLICY 3290 - GIFTS, GRANTS, AND BEQUESTS

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to accept gifts in accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests. Attached is a listing of the gifts.

- 3.0 APPROVAL OF HEAD START SELF ASSESSMENT CORRECTIVE ACTION PLAN FOR 2012-13 PROGRAM YEAR

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve the Head Start Self Assessment Corrective Action Plan for the 2012-13 program year.

- 4.0 APPROVAL OF HEAD START PERIOD ONE MONITORING CORRECTIVE ACTION PLAN FOR 2012-13 PROGRAM YEAR

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve the District Head Start Period one Monitoring Corrective Action Plan for 2012-13 program year.

- 5.0 APPROVAL OF APPOINTMENT OF CORPORATE DIRECTORS TO SANTA ANA UNIFIED SCHOOL DISTRICT PUBLIC FACILITIES CORPORATION

This item was removed and will be placed at a future Board Meeting Agenda.

- 6.0 ADOPTION OF RESOLUTION NO. 12/13-2948 - AUTHORIZING TRANSFER OF FUNDS FROM UNRESTRICTED GENERAL FUND TO HEALTH & WELFARE BENEFITS FUND

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-0, Ms. Iglesias not present, to adopt resolution No. 12/13-2948 to authorize the transfer of funds from unrestricted General Fund (Fund 01) to Health and Welfare Benefits (Fund 69). Copy of Resolution No. 12/13-2948 attached.

7.0 ADOPTION OF RESOLUTION NO. 12/13-2951 - AUTHORIZING TRANSFER OF FUNDS FROM UNRESTRICTED GENERAL FUND TO CAFETERIA FUND

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 4-0, Ms. Iglesias not present, to adopt resolution No. 12/13-2951 authorizing the transfer of funds from Unrestricted General Fund (Fund 01) to Cafeteria Fund (Fund 13). Copy of Resolution No. 12/13-2951 attached.

8.0 ACCEPTANCE OF 2011-12 MEASURE G INDEPENDENT FINANCIAL AND PERFORMANCE AUDIT

Action was taken earlier in the meeting.

9.0 ACCEPTANCE OF MEASURE G BOND OVERSIGHT COMMITTEE'S 2011-12 ANNUAL REPORT

Action was taken earlier in the meeting.

10.0 ACCEPTANCE OF FACILITIES MASTER PLAN ANNUAL UPDATE

Action was taken earlier in the meeting.

11.0 AUTHORIZATION TO AWARD CONTRACT TO FIELDTURF USA, INC., FOR PURCHASE AND INSTALLATION OF SYNTHETIC TURF AT WILLARD INTERMEDIATE SCHOOL ATHLETIC FIELD UNDER MODERNIZATION PROJECT UTILIZING CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 3-1-1, Dr. Yamagata-Noji dissented and Ms. Iglesias abstained, to authorize staff to award a contract for purchase and installation of synthetic turf at Willard Intermediate School athletic field to Fieldturf USA, Inc., in the amount of \$470,241.05 utilizing the California Multiple Award Schedule contract number 4-06-78-0031A.

12.0 AUTHORIZATION TO AWARD CONTRACT TO CALIFORNIA TRACK & ENGINEERING INC., FOR PURCHASE AND INSTALLATION OF TRACK SURFACING AT WILLARD INTERMEDIATE SCHOOL UTILIZING CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 3-1-1, Dr. Yamagata-Noji dissented and Ms. Iglesias abstained, to authorize staff to award a contract for purchase and installation of track surfacing at Willard Intermediate School to California Track & Engineering, Inc., in the amount of \$229,236 utilizing the California Multiple Award Schedule (CMAS) contract number 4-09-78-0048A, pursuant to Public Contract Code Sections 10298 and 10299.

13.0 APPROVAL OF SANTA ANA UNIFIED SCHOOL DISTRICT'S INITIAL BARGAINING PROPOSAL TO SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION FOR 2012-13 SCHOOL YEAR

Action was taken earlier in the meeting.

14.0 APPROVAL OF PERSONNEL CALENDAR

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve the Personnel Calendar. Personnel Calendar copy attached.

15.0 BOARD AND STAFF REPORTS/ACTIVITIES

Dr. Yamagata-Noji

- Traveled to Washington D.C.; joined Dr. Meléndez in very important meetings; absolute level of respect and influence Superintendent Melendez has with very high ranking officials; they listened to everything she said; Dr. Meléndez provided District packets to officials; met with Honorable Roberto Rodriguez, Special Assistant to President Obama for education with the Domestic Policy Counsel; shared successful stories and programs of students; had the opportunity to talk about the needs of the District; impressed with the level of discussion between Tony Miller, Secretary, Elementary and Secondary Education; having Dr. Meléndez' voice and stature helped soften the approach and clarify critical issues of the District.

Ms. Iglesias

- Attended the Parent Literacy Conference at King Elementary; was an eye-opener; was happy to see the parent involvement; one of the components was the father involvement; having a male speaker was very powerful.

Mr. Richardson

- Wished everyone a Happy New Year.

Mr. Palacio

- Requested to keep an eye on the Legal Education Alliance regarding reimbursement of special education students behavior intervention plans.
- Possible increase of student requests for records pertaining to the Dream Act based on the upcoming comprehensive immigration reform plan.

Mr. Hernández

- Santa Ana Unified has been leading the way in providing transcripts; asked staff to ensure that students who did not receive a high school diploma be referred to the appropriate facility to complete their GED.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board took action to approve the Workers' Compensation Compromise and Release for a former classified employee, as named in Closed Session, Claim # SUSD-006289 in the amount of \$35,000.00, to resolve all issues.

By a vote of 5-0, the Board took action to approve the suspension and dismissal of a permanent classified employee, as named in Closed Session, effective January 29, 2013.

By a vote of 5-0, the Board took action to appoint Jamie Sanchez to the position of Nutrition Manager.

By a vote of 5-0, the Board took action to approve the Resignation Agreement and General Release involving employee No. 11623.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 9:49 p.m.

The next Regular Meeting will be held on Tuesday, February 12, 2013, at 6:00 p.m.

ATTEST:

Dr. Thelma Meléndez de Santa Ana
Secretary
Santa Ana Board of Education

Minutes

January 29, 2013

SANTA ANA UNIFIED SCHOOL DISTRICT

GIFTS RECOMMENDED FOR ACCEPTANCE - January 29, 2013

School:	Gift:	Amount:	Donor:	Used for:
Carver Elementary		\$1,000	Superior Grocers Ms. Brenda Sarti Santa Fe Springs	Field trips, student wellness, and other student-related expenses
Heroes Elementary		\$1,996	Orange County Community Foundation Ms. Carol Ferguson Newport Beach	Field trip expenses for 2nd grade to the IA Natural History Museum
Hoover Elementary		\$1,000	Superior Grocers Ms. Mimi Song Santa Fe Springs	Students incentives for positive behavior
Lincoln Elementary		\$5,939	Lincoln PTA Ms. Leslie Horta Santa Ana	Field trips and student-related expenses
Martin Elementary		\$1,815	St. Mark Presbyterian Church Ms. Sue Atkinson Newport Beach	Fifth grade science camp expenses
Muir Fundamental Elementary		\$3,850	Muir Fundamental PTA Mr. Cory Cordova Santa Ana	Transportation for Outdoor Science Camp
Pio Pico Elementary		\$1,000	Superior Grocers Ms. Gloria Padilla Santa Fe Springs	Instructional materials
Remington Elementary		\$1,000	Superior Grocers Ms. Mimi Song Montebello	Instructional supplies
Santiago Elementary		\$1,000	West Floral Park Neighborhood Association Ms. Donna Layne Santa Ana	School garden and library
Wilson Elementary		\$700	Agility-A New Logistic Leader Ms. Tanya D. Vaziri Irvine	Instructional supplies

Minutes Book School:	Page 434 Gift:	Amount:	Donor:	Board of Education Used for:
Lathrop Intermediate		\$1,000	Nestle and Superior Grocers Ms. Mimi Song Santa Fe Springs	January 29, 2013 Student trips and incentives
Spurgeon Intermediate		\$1,042	Lifetouch Ms. Karen Snorek Eden Prairie, MN	Student body expenses
Century High		\$2,000	Orange County Community Foundation Ms. Carol Ferguson Newport Beach	Instructional materials
Century High		\$1,433	ACS-Hack Programs Ms. Kenetia K. Thompson N.W. Washington, D.C.	Instructional materials
Santa Ana High		\$580	Santa Ana Band Boosters Mr. Victor De Los Santos Santa Ana	Field trip transportation expenses
Segerstrom High		\$1,500	College Board Mr. Mark Cavone New York, NY	Advance Placement (AP) program expenses
Early Childhood Education		\$1,500	Santa Ana Kiwanis Mr. John Karpierz Santa Ana	Cal-Safe Program student incentives
January 29, 2013 donations		\$28,355		
2013 Total donations		\$28,355		

For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

CO:eh

RESOLUTION NO.12/13-2948

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

**Authorizing the transfer of funds from the Unrestricted General Fund
to Health and Welfare Benefits Fund**

WHEREAS, the Administration is seeking authorization from the Board of Education for the transfer of funds from the unrestricted General Fund (Fund 01) to Health & Welfare Benefits Fund (Fund 69); and

WHEREAS, the District has changed accounting practice to pay Health and Welfare vendor premiums from the Health and Welfare Benefits Fund; and

WHEREAS, the District receives contributions from retirees and post eligible employees to offset the District's total cost of Health and Welfare premium expense; and

WHEREAS, following Generally Accepted Accounting Principles (GAAP), the funds should be transferred into the fund where the expense is incurred;

NOW, THEREFORE, BE IT RESOLVED: that the Board of Education hereby authorizes the transfer of \$1,629,764 from the unrestricted General Fund (Fund 01) to Health & Welfare Benefits Fund (Fund 69).

Upon motion of Member Hernandez and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES: Jose Hernandez, Rob Richardson, Audrey Yamagata-Noji, John Palacio

NOES:

ABSENT: Cecilia Iglesias

STATE OF CALIFORNIA)
) SS:
COUNTY OF ORANGE)

30 I, Thelma Meléndez, Secretary of the Board of Education of the Santa Ana
31 Unified School District of Orange County, California, hereby certify that the
32 above and foregoing Resolution was duly adopted by the said Board at a regular
33 meeting thereof held on the 29 day of January, 2013, and passed by a
34 vote of 4-0 of said Board.

35 IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of
36 January, 2013.

37
38 

39 _____
40 Thelma Meléndez de Santa Ana, Ph.D.,
41 Secretary of the Board of Education
Santa Ana Unified School District

1 RESOLUTION NO. 12-13/2951

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 **Authorizing the Transfer of Funds from Unrestricted General Fund**
7 **to Cafeteria Fund**

8
9 WHEREAS, the Administration is seeking authorization from the Board of
10 Education for the transfer of funds from the General Fund (Fund 01) to the
11 Cafeteria Fund (Fund 13); and,

12
13 WHEREAS, the Board of Education authorizes the transfer of \$499,667.51 from
14 Fund 01 to Fund 13 to use as part of the 2012-13 repayment plan; and,

15
16 WHEREAS, funds are to be transferred to the Cafeteria Fund over a 5 year
17 period starting in 2012-13; and,

18
19 WHEREAS, the transfer is necessary to facilitate the District's requirement
20 by the California Department of Education to repay the Cafeteria Fund for
21 disallowed salaries and benefits;

22
23 NOW, THEREFORE, BE IT RESOLVED: that up to \$499,667.51 will be transferred
24 from the Unrestricted General Fund (Fund 01) to the Cafeteria Fund (Fund 13).

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Daniels, William	Teacher	Santa Ana	June 14, 2013		Retirement - 30 years
Longworth, Judy	Teacher	Spurgeon	November 16, 2012		Retirement - 11 years
Villaran, Amalia	Teacher	Pio Pico	June 14, 2013		Retirement - 24 years
RESIGNATIONS					
Glauer, Jennifer	Teacher	Lathrop	February 13, 2013		Moving, Family Responsibilities, Personal - 1 year
Moorlach, Stephanie	Teacher	Godinez	January 31, 2013		Moving - 11 years
NEW HIRES/RE-HIRES					
Dang, Stephanie	Preschool Teacher	Mitchell	January 14, 2013		New Hire - Probationary I
Kim, Hannah	Teacher	Greenville	December 17, 2012		New Hire - Temporary 44920
Montes, Karina	Teacher	Taft	January 14, 2013		New Hire - Probationary I
Zavala, Nidia	Teacher	Pio Pico	January 14, 2013		New Hire - Temporary 44920

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - January 29, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid					
Ceja, Rosa	Teacher	Jefferson	December 10, 2012	December 20, 2012	Statutory
Ramirez, Maritza	Teacher	Heroes	December 4, 2012	December 13, 2012	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid					
Allen, Christine	Teacher	Esqueda	January 14, 2013	March 18, 2013	Statutory
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	January 14, 2013	February 28, 2013	Statutory
Le, Rose	Teacher	Carr	January 14, 2013	March 1, 2013	Statutory
Rahmani, Beeta	Nurse	Pupil Support Services	January 15, 2013	April 18, 2013	Statutory
Rosillo, Fiorella	Teacher	Esqueda	December 12, 2012	February 20, 2013	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay					
Aguilar-Ramirez, Guadalupe	Teacher	Segerstrom	December 11, 2012	February 5, 2013	Statutory
CALIFORNIA FAMILY RIGHTS ACT (CFRA) - Without Pay					
Aguilar-Ramirez, Guadalupe	Teacher	Segerstrom	February 6, 2013	March 28, 2013	Statutory

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN DATE FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid					
Aguilar-Ramirez, Guadalupe	Teacher	Segerstrom	October 15, 2012	From December 11, 2012 to December 10, 2012	Statutory
EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid					
Mukasa, Ekiriya	Teacher	Monroe	December 5, 2012	December 7, 2012	Statutory
Jensen, Jill	Teacher	Madison	December 10, 2012	December 21, 2012	Statutory
LEAVE (21 duty days or more) - Without Pay					
Devries, Linda	Teacher	Segerstrom	January 29, 2013	June 14, 2013	Statutory
EXTENDED WORK YEAR 2012-13					
Eshtehardi, Virginia	TOSA	Pio Pico	August 6, 2012	August 15, 2012	8 Additional Days
Graves, Erica	Learning Director	Saddleback	January 7, 2013	January 11, 2013	5 Additional Days
Skibby, Alicia	Program Specialist	Human Resources	January 2, 2013	January 11, 2013	8 Additional Days
Voight, Damon	Assistant Principal	Willard	January 7, 2013	January 11, 2013	5 Additional Days
EXTRA DUTY 2012-13					
Bernstein, Judith	Retired Substitute	Speech Department	January 14, 2013	June 13, 2013	Retired Daily Rate
Conner, Christopher	Substitute Teacher	Special Projects	January 21, 2013	June 13, 2013	Daily Rate
Llopis, Richard	Teacher	Villa	January 29, 2013	June 13, 2013	Extra Period
Prado, Rafael	Substitute Teacher	Special Projects	January 21, 2013	June 13, 2013	Daily Rate

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2012-13 (Continued)					
Zamudio, Amie	Teacher	Villa	January 29, 2013	June 13, 2013	Extra Period
APPROVAL TO REQUEST WAIVER OF CLAD CERTIFICATE 2012-13					
Flater, Michael	ROTC	Santa Ana			
WINTER SPORTS 2012-13					
Butler, Merlo	Head Coach	Century	2012-13		Soccer (Girls)
Crego, Ted	Assistant Coach	Century	2012-13		Basketball (Boys)
Govier, Robert	Head Coach	Century	2012-13		Wrestling
Mazur, Marc	Head Coach	Century	2012-13		Basketball (Boys)
Silverman, Steven	Head Coach	Century	2012-13		Soccer (Boys)
Strong, Caley	Head Coach	Century	2012-13		Basketball (Girls)
Vo, Truc	Assistant Coach	Century	2012-13		Wrestling
ADMINISTRATIVE SUBSTITUTE					
De Berry, Robert	Administrative Substitute	Walker	December 17, 2012	December 21, 2012	
SUBSTITUTES 2012-13					
Adams, Sheryl					
Barcnas, Leticia					
Barkus, Vanessa					

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2012-13 (Continued)					
Berkheimer, Laurel					
Brunner, Bonnie					
Buckman, Rahmin					
Buckner, Michelle					
Casserly, Jill					
Celis, Maria Theresa					
Chavez, Catherine					
Collins, Kathleen Marie					
Decker, Jesse					
DeRoche-Duffin, Linda					
DeTorres, Kelly					
Dimperio, Kristen					
Dixon, Eric					
Dorri, Laleh					
Eckert, Megan					
Emerson, Sara					
Evans, Vicki					
Fishberg, Michele					
Gallegos, Deborah					
Gonzalez, Beatriz					
Gonzalez, Sarah					
Hernandez, Adriana					
Huizar, Gabriela					
Ibarra, Thomas					
Kim, Joanne					
La Scala, Tracy					

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - January 29, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2012-13 (Continued)					
Lefever, Jessica					
Leonetti, Lindsey					
Li, Allen					
Lopez, Audrey					
Lopez, Patricia N.					
Magdaleno, Cynthia					
Mandujano Flores, Karla					
Manivanh, Vasana					
Manning, Maureen					
Martinez, Jorge					
Martinez, Maria D.					
Massimino, Brian					
McNair, Cynthia					
Mesmarian, Zainab					
Meza, Rebecca					
Moran, Danielle					
Nguyen, Bich					
Nicanor, Patricia					
Ochoa, Joshua Jr.					
Orozco Robles, Rosie					
Pham, Karen					
Porter, Breanna					
Pruette, Donald					
Qayyum, Shaheena					
Quezada, Samuel					
Raney, Kelly					

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2012-13 (Continued)					
Reimbold, Stephanie					
Renders, Sara					
Reyes, Kristen R.					
Rivett, Victoria					
Romeo, Angelica					
Rosales, Danica					
Schwarz, Rahel					
Searcy, Katie					
Setterholm, James					
Summy, Cielle					
Torres, Diana					
Traylor, Shea					
Trujillo, Bernardo					
Villalpando, Jessica					
Villegas, Marie					
Vo, Amy					
Waite, Justin					
Williams, Theresa					
RETIRED SUBSTITUTES 2012-13					
Alberta, Michele					
Anderson, Nancy					
Martinez-Burke, Gladys					

Chad Hammitt, Assistant Superintendent, Personnel Services

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2012-13 After School Grades 6-8 Intramural Sports - Co-Ed Volleyball/Tennis, Co-Ed Softball and Street Hockey (Seasons IV) - Certificated (Ratification)	Special Projects	ASES - After School Program	\$25,822	January 14, 2013
CPM Summer Training (Ratification)	Villa	EIA-SCE	\$1,000	July 30, 2012
Early Childhood Education Program	Early Childhood Education	Proposition 10	\$20,150	February 1, 2013
Elementary Mathematics Professional Development - Program Planning (Ratification)	Educational Services Elementary Division	Title II	\$3,000	January 8, 2013
Elementary Mathematics Professional Development - Staff Development Instructor (Ratification)	Educational Services Elementary Division	Title II	\$6,000	January 8, 2013
Elementary Mathematics Professional Development - Staff Development Participant (Ratification)	Educational Services Elementary Division	Title II	\$40,000	January 8, 2013
English Learner Saturday Academy	Santa Ana	EIA-LEP	\$9,180	February 1, 2013
Extra Duty (Human Resources) (Ratification)	Human Resources	General	\$15,170	July 1, 2012
IEP Writing (Ratification)	Spurgeon	General	\$1,500	January 10, 2013
King Academic Intervention Program (Ratification)	King	Title III	\$13,000	November 1, 2012
Padres Promotores (Ratification)	Segerstrom	Title I	\$810	August 29, 2012
Stipend AVID Coordinator (Ratification)	MacArthur	EIA-SCE	\$2,500	September 3, 2012

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENT						
Sullivan, Irene	Fd. Svc. Fac. Oper.	Food Svcs.	December 31, 2012			30 years, 2 months
RESIGNATIONS						
Baldeon, Daniella	SSP Sp. Ed.	Saddleback	January 4, 2013			Personal - 2 months
Espinoza, Adriana	SSP Sp. Ed.	Sierra	December 21, 2012			Personal - 4 years, 5 months
Murphy, Ellery	Instr. Asst. Sev. Dis.	McFadden	January 18, 2013			Personal - 1 year, 10 months
Perez Jr., Roberto	Accountant	Food Svcs.	January 4, 2013			Personal - 3 years, 9 months
39 MONTH REEMPLOYMENT (100 Day Differential Ended)						
Cordova, Margarita P.	Fd. Svc. Wkr.	Carr	December 19, 2012			
Perez, Miriam	Interpreter/Translator Sp. Ed.	Special Ed.	December 21, 2012			

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
CALIFORNIA FAMILY RIGHTS ACT (CFRA) - Paid						
Betz, Christeen	Director of Accounting	Accounting Dept.	January 2, 2013	June 14, 2013		Statutory Leave
FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid						
Lara, Amanda	Headstart Teacher	Child Dev.	December 3, 2012	January 25, 2013		Correction of dates
FAMILY CARE & MEDICAL LEAVE (21 duty days or more) - Paid						
Rosete, Evelin	SLPA	Speech Dept.	January 14, 2013	March 13, 2013		Statutory Leave
Tran, Anthony	Classified Educational Research Analyst	Research & Evaluation	December 11, 2012	January 9, 2013		Statutory Leave
EXTENSION OF LEAVE (21 duty days or more) - Paid						
Auxier, Tracey	Sr. Groundskeeper	Valley	January 14, 2013	February 14, 2013		Statutory Leave
PROBATIONARY APPOINTMENTS						
Alejandres, Luz	SSP Sp. Ed.	McFadden	January 14, 2013		19/1	
Allen, Jaime	Budget Technician	Budget Dept.	January 7, 2013		39/1 + Conf.	

Chad Hammitt, Assistant Superintendent, Personnel Services

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Biscocho, Erlyn	License Vocational Nurse	PSS	January 14, 2013		24/5	
Cabanas, Karina	SSP Sp. Ed.	Carr	December 10, 2012		19/1	
Castellanos, Janet	SSP Sp. Ed.	Spurgeon	January 14, 2013		19/1	
Degree, David	Budget Technician	Budget Dept.	January 7, 2013		39/3 + Conf.	
Gomez, Maria E.	License Vocational Nurse	PSS	January 14, 2013		24/1	
Hernandez, Michele	SSP Sp. Ed.	Century	December 10, 2012		19/1	
MacDonald, Damien	SSP Sp. Ed.	Saddleback	January 14, 2013		19/1	
Maldonado, Rosanne	SSP Sp. Ed.	Carver	December 19, 2012		19/1	
Martinez, Freddie	Custodian	Bldg. Svcs.	December 17, 2012		23/1 + Diff.	
Masters, George	Instr. Asst. Computers	King	January 14, 2013		26/1	
Medina, Lindsey	License Vocational Nurse	PSS	December 10, 2012		24/1	
Montecino, Richard	SSP Sp. Ed.	Carr	December 10, 2012		19/1	
Nuñez, Crystal	SSP Sp. Ed.	Villa	January 14, 2013		19/1	
Olivares Cervantes, Armando	Site Clerk	Adams	January 14, 2013		24/1	
Palacios, Cassandra	License Vocational Nurse	PSS	December 10, 2012		24/1	
Pizano, Jennifer	License Vocational Nurse	PSS	December 17, 2012		24/1	
Rodriguez, Angelica	SSP Sp. Ed.	Saddleback	January 16, 2013		19/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Saavedra, Esther	Headstart Teacher	Child Dev.	December 10, 2012		Column 1 Step 1	
Vecchio, Bonita	SSP Sp. Ed.	Adams	January 14, 2013		19/1	
Wiese, Maria	Headstart Teacher	Child Dev.	November 26, 2012		Column II C Step 1	
PROMOTIONAL APPOINTMENTS						
Barboza, Marlene	Instr. Asst. Sev. Dis. Interpreter/Translator	Muir	January 14, 2013		20/3	
Guillen, Miguel	Sp. Ed.	Special Ed.	January 28, 2013		34/1	
Jimenez, Anabel	Fd. Svc. Facility Operator	Food Svcs.	December 17, 2012		15/1	
REAPPOINTMENT						
Ruiz, Virginia	Registrar Int.	Carr	December 14, 2012		24/6 + Bil.	
REASSIGNMENTS						
Ginez, Vanessa	Instr. Asst. Visual Impaired	Sp. Ed.	January 22, 2013		17/3	
Lopez, Jose L.	Delivery Driver	Fairview Warehouse	January 15, 2013		24/6	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - January 29, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY APPOINTMENTS - Out of Class Compensation						
Aguilar, Giovanni	Plant Custodian Int.	MacArthur	December 11, 2012	December 26, 2012	32/4	
Aguirre, Regina	Registrar Int.	Carr	November 1, 2012	December 13, 2012	24/2	
Andrade, Santiago	Plant Custodian Int.	MacArthur	January 2, 2013	January 31, 2013	32/3	
Bravo, Miguel	Inter. Ld. Custodian	Bldg. Svcs.	December 3, 2012	December 26, 2012	25/3 + Diff.	
Castañeda, Francisco	Instr. Asst. Sev. Dis.	Century	November 6, 2012	November 16, 2012	20/2	
Diaz de Ramirez, Fabiola	Sr. Fd. Svc. Wkr.	Food Svcs.	December 19, 2012	June 13, 2013	13/4	
Guerrero, Elizabeth	Sr. Fd. Svc. Wkr.	Food Svcs.	October 22, 2012	June 13, 2013	13/6	
Guillen, Juanita	Sr. Fd. Svc. Wkr.	Food Svcs.	November 30, 2012	June 13, 2013	13/4	
Lopez, Martha	Sch. Off. Mgr. HS	Segerstrom	January 7, 2013	February 1, 2013	30/4 + Bil.	
Macias, Alfredo	Sr. Groundskeeper	Bldg. Svcs.	January 15, 2013	March 1, 2013	30/5	
Maldonado, Isabel	Sr. Fd. Svc. Wkr.	Food Svcs.	November 28, 2012	June 13, 2013	13/6	
Ocampo, Winona	Fd. Svc. Spvr. Elem.	Food Svcs.	December 18, 2012	June 13, 2013	15/6	
Perez, Paul	Sr. Groundskeeper	Bldg. Svcs.	January 14, 2013	January 16, 2013	30/5	
Ruvalcaba, Claudia	Registrar HS	Alternative Education	January 16, 2013	March 1, 2013	26/6 + Bil.	
ACTIVITY SUPERVISORS						
Alvarez, Jacqueline	Activity Supervisor	Diamond	January 7, 2013			
Vega, Zami	Activity Supervisor	Diamond	January 7, 2013			
HOURLY						
Ramirez, Desirae	Instr. Provider	McFadden	January 16, 2013			

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - January 29, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SUBSTITUTES						
Albinio, Jeffrey	Instr. Asst. DHH		December 6, 2012		19/1	
Allard, Alicia	Instr. Asst.		December 11, 2012		19/1	
Barragan, Jasmine	Preschool Teacher		December 5, 2012		\$105	
Bulgin, Ivoll	Instr. Asst. DHH		December 5, 2012		19/1	
Camacho, Gabriela	Teacher's Aide		December 18, 2012		10/1	
Hernandez Delgado Jr., Jose	Fd. Svc. Wkr.		December 10, 2012		11/1	
Mendoza, Jonathan	Fd. Svc. Wkr.		December 18, 2012		11/1	
Rubio, Priscilla	Fd. Svc. Wkr.		December 10, 2012		11/1	
Sierras, Jessica	Fd. Svc. Wkr.		December 10, 2012		11/1	
Valdez, Cristina	Fd. Svc. Wkr.		December 10, 2012		11/1	
Zaragoza, Joceline	Instr. Asst.		December 10, 2012		19/1	
ATHLETIC SPECIALIST						
Aguilar, Anna	Asst. Baseball	Century	November 12, 2012			
Andrade, Aida	Asst. Basketball	Valley	November 12, 2012			
Cozens, Tara	Asst. Soccer	Valley	November 12, 2012			
Franco, Susana	Asst. Basketball	Century	November 12, 2012			
Galaviz, Maria	Asst. Soccer	Century	November 12, 2012			
Gallegos, Cesar	Asst. Wrestling	Valley	November 12, 2012			
Garcia, Jose	Asst. Soccer	Century	November 12, 2012			
Gonzalez, Jose	Asst. Soccer	Valley	November 12, 2012			
Guillen, Eduardo	Asst. Soccer	Century	November 12, 2012			
Hernandez, Andres	Asst. Basketball	Century	November 12, 2012			

Chad Hammitt, Assistant Superintendent, Personnel Services

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - January 29, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Hernandez, Sergio	Asst. Soccer	Century	November 12, 2012			
Huynh, Tommy	Asst. Soccer	Century	November 12, 2012			
Lezama, Arlene	Asst. Basketball	Century	November 12, 2012			
Luna, Gabriela	Asst. Basketball	Valley	November 12, 2012			
Madrigal, Andrew	Asst. Wrestling	Century	November 12, 2012			
Martinez, Juan	Asst. Wrestling	Century	November 12, 2012			
Martinez, Yobany	Head Coach Soccer	Valley	November 12, 2012			
Oviedo, Frank	Asst. Basketball	Valley	November 12, 2012			
Pineda, Jesus	Asst. Soccer	Valley	November 12, 2012			
Ramirez, Roberto	Asst. Basketball (Freshmen)	Century	November 12, 2012			
Ramirez, Roberto	Asst. Basketball (JV)	Century	November 12, 2012			
Reynoso, Pablo	Asst. Soccer	Valley	December 6, 2012			
Rodriguez, Efrain	Asst. Soccer	Century	November 12, 2012			
Rodriguez Escobedo, Ana	Asst. Basketball	Valley	December 18, 2012			
Rucker, Frostee	Asst. Basketball	Valley	November 12, 2012			
ADMINISTRATIVE APPOINTMENT						
Putney, Andrew	Manager I, Building Services	Bldg. Svcs.	December 12, 2012		Level 22 Step 7	

**AGENDA ITEMS REQUESTS
 CLASSIFIED
 2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2012-13 After School Grades 6-8 Intramural Sports - Co-Ed Volleyball/Tennis, Co-Ed Softball & Stree Hockey (Season IV) - Classified	Office of Special Pro	ASES - After School I	\$13,403	January 14, 2013
CAHSEE Clerical	Century	General Fund	\$200	February 1, 2013
CAHSEE Clerical	Century	General Fund	\$200	March 6, 2013
CAHSEE Clerical	Chavez	General Fund	\$300	February 1, 2013
CAHSEE Clerical	Chavez	General Fund	\$400	March 8, 2013
CAHSEE Clerical	Godinez	General Fund	\$400	March 7, 2013
CAHSEE Clerical	Godinez	General Fund	\$1,000	March 7, 2013
CAHSEE Clerical	Independent Study	General Fund	\$500	February 4, 2013
CAHSEE Clerical	Independent Study	General Fund	\$500	March 11, 2013
CAHSEE Clerical	Lorin Grisnet	General Fund	\$300	January 30, 2013
CAHSEE Clerical	Lorin Grisnet	General Fund	\$400	March 1, 2013
CAHSEE Clerical	Saddleback	General Fund	\$300	February 4, 2013
CAHSEE Clerical	Saddleback	General Fund	\$100	February 4, 2013
CAHSEE Clerical	Saddleback	General Fund	\$200	March 6, 2013
CAHSEE Clerical	Saddleback	General Fund	\$700	March 6, 2013
CAHSEE Clerical	Santa Ana	General Fund	\$600	February 5, 2013
CAHSEE Clerical	Santa Ana	General Fund	\$800	March 4, 2013
CAHSEE Clerical	Valley	General Fund	\$600	February 1, 2013
CAHSEE Clerical	Valley	General Fund	\$800	February 1, 2013
CAHSEE Clerical	Valley	General Fund	\$600	March 7, 2013
CAHSEE Clerical	Valley	General Fund	\$1,000	March 7, 2013
Field Training Officer - Compensation Stipend (Ratification)	School Police Services	General Fund	\$1,000	July 1, 2013
Parent Conference Translators (Ratification)	Carver	Economic Impact Aid/SCE	\$2,000	January 9, 2013

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips

ITEM: Consent

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of extended field trip(s) for the school(s) listed.

RATIONALE:

The Board recognizes that school-sponsored trips are important components of student development. In addition to supplementing and enriching classroom learning experiences, such trips encourage new interests among students, make them more aware of community resources, and help students relate school experiences to the outside world. The Board believes that careful planning can greatly enhance the value and safety of such trips. All trips involving out-of-state or overnight travel shall require prior approval of the Board. Approval is contingent upon national and international safety and security at the time of the trip.

Board Policy (BP) 6153 and Administrative Regulation (AR) 6153.1 require a parent waiver for school-sponsored trips. Trained staff will be employed by the hosting organization and will provide 24-hour supervision to the students. Parents have given permission for students to attend the trip under this provision. No eligible student will be denied the opportunity to attend.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extended field trip(s) in accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips.

DM:mb



SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - February 12, 2013

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
February 4-8, 2013 (Monday-Friday) Ratification	Monroe Elementary School 5 th Grade students Arrowhead Ranch Outdoor Science School Lake Arrowhead	\$245 per student(s) (cost paid by ASB funds)	59	2
February 7-9, 2013 (Thursday-Saturday) Ratification	Santa Ana High School Girls Wrestling Team Girls CIF Wrestling Championships Rancho Verde High School Moreno Valley	\$90 per student(s) (cost paid by District funds)	12	3
February 14-18, 2013 (Thursday-Monday)	Godinez Fundamental, Santa Ana, Saddleback, and Middle College High Schools High School students California YMCA Model Legislature Youth and Government Conference Sacramento	No cost to student(s) (cost paid by Orange County YMCA-Mission Viejo Branch funds)	19	3
February 21-23, 2013 (Thursday-Saturday)	Santa Ana High School Girls Wrestling Team Girls State CIF Wrestling Championships Lemoore High School Lemoore	\$90 per student(s) (cost paid by District funds)	8	3
February 21-23, 2013 (Thursday-Saturday)	Santa Ana High School Boys Wrestling Team Boys CIF Master Meet Championships Temecula Valley High School Temecula	\$150 per student(s) (cost paid by District)	8	3
March 8-10, 2013 (Friday-Sunday)	Segerstrom High School Foreign Language students French Language Immersion Camp Presbyterian Conference Center Big Bear	\$150 per student(S) (Cost paid by ASB funds)	20	2

Funding and costs for participation in educational activities related to field trips are in compliance with the ACLU settlement.

<p>April 1-5, 2013 (Monday-Friday)</p> <p>(Originally Board approved on October 9, 2012. This is a change in dates)</p>	<p>Sierra Preparatory Academy 8th Grade Students Tour of Washington, D.C., Virginia and Pennsylvania Tour</p>	<p>\$1,825 per student(s) (cost paid by ASB funds)</p>	<p>30</p>	<p>3</p>
<p>March 16-18, 2013 (Friday-Sunday)</p>	<p>Valley High School Culinary Arts and Hospitality Academy PROSTART Competition Pasadena Convention Center Pasadena</p>	<p>No cost to student(s) (cost paid by grant from California Restaurant Association Educational Fund and SIG grant)</p>	<p>10</p>	<p>3</p>
<p>June 7-9, 2013 (Friday-Sunday)</p>	<p>Century, Godinez Fundamental, Middle College, Saddleback, Santa Ana, Segerstrom, and Valley High Schools 10th Grade students Hugh O'Brian Youth Leadership Seminar Chapman University Orange</p>	<p>\$150 per student(s) (cost paid by ASB funds)</p>	<p>8</p>	<p>0</p>

Funding and costs for participation in educational activities related to field trips are in compliance with the ACLU settlement.

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Ratification of Amendment No. 04 to Subcontract No. 2010-2538 with The Regents of the University of California for California Postsecondary Education Commission Improving Teacher Quality Grant from January 3, 2011 through September 30, 2013**

ITEM: **Consent**

SUBMITTED BY: **Dawn Miller, Assistant Superintendent, Secondary Education**

PREPARED BY: **Dawn Miller, Assistant Superintendent, Secondary Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of Amendment No. 4 to Subcontract No. 2010-2538 with The Regents of the University of California for California Postsecondary Education Commission Improving Teacher Quality (ITQ) grant.

At it's February 22, 2011, the Board approved Subcontract No. 2010-2538 for a three year period. This 4th amendment is for services provided during the 2012-13 school year.

RATIONALE:

The grant will provide professional development in the language demands of Language Arts and History Social-Science teachers at Valley high school. Teachers will learn to identify the various language demands of their discipline and explicitly support the teaching of academic language. Professional development will include specific content area instruction as well as training in research and theory of cross-content literacy to support strategies for listening, speaking, reading, and writing. A focus will be on student engagement and collaborative works. This amendment will increase the grant funding by \$41,896.

FUNDING:

N/A

RECOMMENDATION:

Ratify amendment No. 04 to subcontract No. 2010-2538 with The Regents of the University of California for California Postsecondary Education Commission Improving Teacher Quality Grant from January 3, 2011 through September 30, 2013.

**Amendment No. 04 to
Subcontract No. 2010-2538
between
The Regents of the University of California and
Santa Ana Unified School District**

This Amendment to Subaward No. 2010-2538 is by and between The Regents of the University of California (University) and Santa Ana Unified School District (Subcontractor).

The University and the Subcontractor hereby agree as follows:

1. To modify Article 1, Item C, PERIOD of PERFORMANCE to extend the end date. The article is revised to read, "The period of performance of this Subcontract shall be January 3, 2011 through **September 30, 2013**".
2. To modify Article 1, Item D, TOTAL ESTIMATED COST to read "It is estimated that the total cost to the University for performance of this subcontract shall not exceed \$283,348 (an increase of \$41,896)."
3. Amend Article 1, Item E, DELIVERY to read, "All materials and services called for under this Subcontract shall be completed and delivered to the University on or before **September 30, 2013** unless extended by prior written authorization."

4. To modify Article 10, NOTICE OF CONTACTS. The University Contacts Authorized Official has been revised to read as follows:

Authorized Official

Name: Soheil Jadali

Address: Office of Research Sponsored Research

5171 California, Suite 150

University of California, Irvine

Irvine, CA 92697-7600

Telephone: (949) 824-9015

Fax: (949) 824-2094

Email: subwards@research.uci.edu

Except as revised above, the subcontract shall remain unchanged and in full force and effect.

The Regents of the University of California

Subcontractor

Soheil Jadali
Principal Subcontract Officer

Name: **Michael P. Bishop, Sr., CBO**
Title: **Interim Deputy Superintendent,
Operations**

Date

Date

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

PREPARED BY: Sonia Rodarte, Director, School Climate

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of student expulsions in violation of Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c).

RATIONALE:

The following students were recommended for expulsion from the District for various terms. The students received a hearing before the administrative hearing panel, which found students to have received due process and to be guilty of the charges brought forth. The panel has recommended the respective expulsion terms and remediation conditions for Board approval.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve expulsion of students for violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) according to Board Policy 5144.1.

DL:cvl



Recommendations for Expulsions

Board Meeting: February 12, 2013

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	189599	Community Day/11	C	2	Community Day HS	06/13/13
2	330249	Willard/6	A	2	County	06/13/13
3	190152	Century/11	A, .4	2	Special Education	06/13/13
4	361810	MacArthur/6	A,B	2A	County	02/12/14
5	310205	Santa Ana/9	B, K	2	Community Day HS	06/13/13
6	402990	Santa Ana/11	A,B	2	County	06/13/13
7	335454	Santa Ana/11	B, K	2	Community Day HS	06/13/13
8	312867	Sierra/8	B, J, M	2	Community Day Int.	06/13/13
9	412753	Spurgeon/6	C	2A	County	02/12/14

SUMMARY LIST OF SUBDIVISIONS UNDER THE CALIFORNIA EDUCATION CODE, SECTION 48900

- | | |
|--|--|
| (A) Caused, attempted, or threatened to cause physical injury | (N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4 |
| (B) Possessed, sold, furnished a weapon, dangerous object, explosives | (O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purpose of either preventing that student by being a witness or retaliating against that student by being a witness |
| (C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants). | (P) Offering to sell or selling SOMA |
| (D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance | (Q) Hazing |
| (E) Committed or attempted to commit robbery or extortion | (R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel |
| (F) Caused or attempted to cause damage to school or private property | (T) Aids or abets in physical injury |
| (G) Stole or attempted to steal school or private property | (.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity |
| (H) Possessed or used tobacco or tobacco products | (.3) Engaged in hate crime (Grades 4-12 only) |
| (I) Committed an obscene act or engaged in habitual profanity or vulgarity | (.4) Harassment, threat, intimidation (Grades 4-12 only) |
| (J) Possessed, offered, or arranged to sell paraphernalia | (.7) Terrorist threats against school officials, school property or both |
| (K) Disrupted school activities or willfully defied valid authority | |
| (L) Knowingly received stolen school or private property | |
| (M) Possessed an imitation firearm | |

EXPULSION RECOMMENDATIONS

- Option 1 to expel for one semester
- Option 1A to expel for one semester and suspend enforcement of the expulsion order
- Option 2 to expel for two semesters
- Option 2A to expel for one calendar year (from the date of the Board meeting)
- Option 3 to expel for two semesters and suspend enforcement of the entire expulsion order
- Option 4 to expel for two semesters and suspend enforcement of the second semester of the expulsion order
- Option 5 to reject the Findings of Fact and not expel (only the Board can recommend this Option)

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2012-13 School Year**

ITEM: **Consent**

SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**

PREPARED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of payment and/or reimbursement of costs incurred for a student with disabilities.

RATIONALE:

The parties listed participated in a resolution session, settlement conference and/or mediation following the filing of a due process hearing and agreed to resolve the dispute by reimbursing those applicable for costs incurred.

FUNDING:

Special Education: Not to exceed \$14,370

RECOMMENDATION:

Approve payment and reimbursement of costs incurred for student with disabilities for the 2012-13 school year.

**Payment and Reimbursement of Costs Incurred for Student with Disabilities
for 2012-13 School Year**

Board Meeting: February 12, 2013

Student ID#	Amount	Parent of:
346957	\$14,370	346957

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year**

ITEM: **Consent**

SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**

PREPARED BY: **Heidi Cisneros, Executive Director, Pupil Support Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Individualized Education Programs (IEP) services for students with disabilities. These students may require services that address academic, social-emotional, and other unique needs as identified in their IEPs. The IEP teams recommended placement at a nonpublic school and/or a nonpublic agency for services as necessary, pursuant to an IEP or settlement agreement.

RATIONALE:

The District is required to provide appropriate education, at no cost to parents, for all students with disabilities who reside within the District in accordance with their IEPs. If a program is not available, necessary contract services are required through a private provider.

FUNDING:

Special Education: Not to exceed \$24,708

RECOMMENDATION:

Approve the master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2012-13 school year.

Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year

Board Meeting: February 12, 2013

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
318599	\$24,708	Therapeutic Education Center

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Approval of Permanent Exemption from Courses in Physical Education for Student with Disability**

ITEM: **Consent**

SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**

PREPARED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a permanent exemption from courses in physical education for a 5th year special education student at Saddleback High School. The student, age 18, has cerebral palsy and resultant limited mobility and relies on a motorized wheelchair. All graduation requirements have been met with the exception of physical education. In accordance with State regulations regarding the exemption of students with disabilities, the student also qualifies for the California High School Exit Exam exemption.

RATIONALE:

Under Education Code Section 51241 (iii), Permanent exemption from Physical Education Instruction:

“The governing board of a school district or the office of the county superintendent of a county may grant permanent exemption from courses in physical education if the pupil complies with any of the following:

- Is 16 years old or older and has been enrolled in the 10th grade for one academic year or longer
- Is enrolled as a postgraduate pupil
- Is enrolled in a juvenile, ranch, camp, or forestry camp school where pupils are scheduled for recreation and exercise pursuant to the requirements of Section 4346 or Title 15 of the California Code of Regulations” (EC Section 51241 [c] [1][2] [3])

The student meets the first requirement indicated above.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the permanent exemption from courses in physical education for a student with disability.

DL:JH:cvt

A handwritten signature in black ink, appearing to be 'DL:JH:cvt', written over the typed text.

**Approval of Permanent Exemption from Courses in Physical Education
for Student with Disability**

Board Meeting: February 12, 2013

Student ID#	Waiver Subject	School Site
360120	Physical Education	Saddleback High School

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Approval of Memorandum of Understanding with K to College

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

PREPARED BY: Heidi Cisneros, Executive Director, Pupil Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a Memorandum of Understanding (MOU) with the K to College non-profit organization. K to College provides school supplies and dental kits to low-income students. They are building a statewide effort in support of McKinney-Vento students who need school supplies.

RATIONALE:

Santa Ana Unified School District has a growing population of students who qualify for McKinney-Vento homeless services. In the 2011-12 school year, nearly 10,000 students were identified as homeless and a significant increase is projected in 2012-13. Santa Ana Unified School District students will greatly benefit from the resources that K to College will offer through this partnership. The District Homeless Liaison, Mrs. Jenny Shumar, will work closely with K to College to ensure appropriate distribution of resources.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the memorandum of understanding with K to College.

DL:HC:JS:cvl



**Memorandum of Understanding Between
K to College and
Santa Ana Unified School District**

This Agreement is made on February 13, 2013, by and between K to College (K TO COLLEGE) and Santa Ana Unified School District (SAUSD). K TO COLLEGE is a tax-exempt non-profit corporation organized under § 501(c)(3) of the Internal Revenue Code. SAUSD is a public school district in Orange County, CA.

K TO COLLEGE hereby agrees to use its best efforts to provide as many of the 43,293 SAUSD students enrolled in the Free or Reduced Price Meal Program (FRPM) as possible with kits of school supplies and kits of dental supplies pursuant to K TO COLLEGE's School Supply Initiative (SSI) and Dental Kit Initiative (DKI), programs that provides essential material resources to eligible under-resourced students. As a condition of participation in the SSI and DKI, SAUSD hereby agrees to the following:

1. To utilize its "robo-call" system, mailing lists and/or any other outreach methods to inform **eligible** and targeted students about the SSI and DKI
2. To verify that at least 70% of students receiving kits are at or below 200% of the federal poverty level by either:

Option 1: Community/Centralized Distribution: Distributing to students verified as FRPM eligible, homeless (as defined by the McKinney-Vento Homeless Assistance Act) or below 200% of the federal poverty level as follows:

- i. Providing an adequate number of district officials and staff at each community distribution venue or school with a list of those eligible (as defined by above or by amendment to this agreement) to ensure only those at or below 200% of the federal poverty level benefit from the program, by
- ii. Facilitating the check-in process at each community distribution venue and/or school, verifying each student is enrolled in the district before they receive a kit, and
- iii. Maintaining ownership of the list for the duration of the distribution at each distribution venue and/or school, and
- iv. Following the distribution, having a confidential employee or other appropriate administrator compare the list of recipients to the list of eligible students for a final report as outlined in the verification letter, OR

Option 2: Distributing to every student at **eligible** schools* and/or distributing to select grade-level(s) of students at schools as follows:

- v. Providing no less than three district employees at each school or schools with a list of *every* enrolled student, regardless of FRPM status,
- vi. Facilitating the distribution process, verifying each student's identity and checking his or her name off the roster before they receive a kit,
- vii. Maintaining ownership of the lists for the duration of the distribution at each distribution venue and/or school and
- viii. Comparing the distribution lists to the district's internal FRPM enrollment lists, verifying the exact number of students who were eligible to receive kits and the exact number of those who were not eligible
- ix. Verifying the two calculated numbers are the same as initially submitted to K TO COLLEGE and
- x. Compensating K TO COLLEGE for any discrepancy resulting in an increased number of students **not** eligible

**Memorandum of Understanding Between
K to College and
Santa Ana Unified School District**

3. To maintain an *internal* detailed district-wide roster that includes every child/family that receives assistance through the SSI and DKI for auditing and/or any other purposes. This may be done by maintaining ownership of the lists of those served by the SSI and DKI at each school and/or community venue within SAUSD. This list will include:
- Name of child/family
 - Proof of income eligibility and/or FRPM enrollment
 - Date and description of services provided
- NOTE: Audits will only be conducted by appropriate government agencies and/or a certified contractor of a government agency. K to College does NOT collect any student information as a matter of policy. There is only potential for an audit if one or more funding sources are from a government source that requires it.
4. To confirm in writing the process by which the supplies were distributed to eligible and targeted students as outlined in the provided sample verification letter, certifying those served were eligible and identifying the date, time and place of each distribution event

*Unless otherwise noted eligible schools are defined as those with a minimum of 70% FRPM enrollment

Notices

All notices and/or correspondence shall be addressed and mailed to Parties as follows:

K to College

Benito Delgado-Olson
Executive Director
7730 Pardee Lane
Oakland, CA 94621

Santa Ana Unified

Thelma Meléndez de Santa Ana, Ph.D.,
Superintendent
1601 East Chestnut Avenue
Santa Ana, CA 92701
(714) 558-5501
thelma.melendez@sausd.us

This Agreement may not be amended or modified except in writing signed by both parties. This Agreement is valid from February 13, 2013 through December 31, 2017.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for K to College:

_____ Date _____
Benito Delgado-Olson, Executive Director

Accepted for Santa Ana Unified:

_____ Date _____
Thelma Meléndez de Santa Ana, Ph.D., Superintendent

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of January 9, 2013 through January 29, 2013**

ITEM: **Consent**

SUBMITTED BY: **Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations**

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary and Listing of orders \$25,000 and over for the period of January 9, 2013 through January 29, 2013.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of January 9, 2013 through January 29, 2013. A detailed listing is also included for orders \$25,000 and over for various items and services.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Purchase Order Summary and Listing of orders \$25,000 and over for the period of January 9, 2013 through January 29, 2013.





Santa Ana Unified School District

*Michael P. Bishop, Sr., CBO
Interim Deputy Superintendent,
Operations*

Thelma Meléndez de Santa Ana, Ph.D., Superintendent

Date: February 1, 2013
To: Thelma Meléndez de Santa Ana, Ph.D., Superintendent
From: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations
Subject: Purchase Order Summary: From 9-JAN-2013 through 29-JAN-2013

Fund 01 General Fund	\$1,373,654.21
Fund 12 Child Development	\$10.49
Fund 13 Cafeteria Fund	\$75,959.50
Fund 14 Deferred Maintenance Fund	\$169,972.77
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$211,975.64
Fund 25 Capital Facilities Fund	\$102,515.96
Fund 35 County School Facilities Fund	\$603,277.19
Fund 40 Special Reserve Fund	\$7,199.00
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$7,199.00
Fund 68 Workers' Compensation	\$7,199.00
Grand Total:	\$2,443,117.12

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 558-5501

BOARD OF EDUCATION

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Audrey Yamagata-Noji, Ph.D., Clerk • John Palacio, Member • Cecilia "Ceci" Iglesias, Member

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-JAN-2013 through 29-JAN-2013 Page: 1 of 5

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280116	TJ JANCA CONSTRUCTION, INC. Ongoing & Major Maintenance Maintenance Account Contracts Repairs	BUILDING SERVICES	\$2,765.00
	SAUSD GO Bond, 2008 Election, Series A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$4,523.64
	Capital Facilities Fund	WASHINGTON ELEMENTARY SCHOOL	\$10,371.69
	Capital Facilities Fund	WILLARD INTERMEDIATE SCHOOL	\$44,034.10
	Community Redevelopment	SANTIAGO ELEMENTARY SCHOOL	\$2,011.17
	Developer Fees	CENTURY HIGH SCHOOL	\$26,600.00
	OPSC School Facilities Bond	FACILITIES/GOVERNMENTAL RELATIONS	\$4,591.51
	OPSC School Facilities Bond	DAVIS ELEMENTARY SCHOOL	\$4,580.00
	OPSC School Facilities Bond	EDISON ELEMENTARY SCHOOL	\$4,200.00
	OPSC School Facilities Bond	FREMONT ELEMENTARY SCHOOL	\$9,165.00
	OPSC School Facilities Bond	MADISON ELEMENTARY SCHOOL	\$468.13
	OPSC School Facilities Bond	FRANKLIN ELEMENTARY SCHOOL	\$1,341.34
	OPSC School Facilities Bond	MARTIN ELEMENTARY SCHOOL	\$17,900.00
	OPSC School Facilities Bond	MONROE ELEMENTARY SCHOOL	\$6,240.00
	OPSC School Facilities Bond	TAFT ELEMENTARY SCHOOL	\$36,268.68
	OPSC School Facilities Bond	REMINGTON ELEMENTARY SCHOOL	\$78,130.11

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-JAN-2013 through 29-JAN-2013

Page: 2 of 5

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280116	TJ JANCA CONSTRUCTION, INC.		
OPSC School Facilities Bond		SANTA ANA HIGH SCHOOL	\$20,481.30
OPSC School Facilities Bond		FREMONT ELEMENTARY SCHOOL	\$965.00
OPSC School Facilities Bond		FRANKLIN ELEMENTARY SCHOOL	\$975.00
OPSC School Facilities Bond		WILSON ELEMENTARY SCHOOL	\$16,370.00
OPSC School Facilities Bond		MCFADDEN INTERMEDIATE SCHOOL	\$15,600.68
280118	JL COBB PAINTING		
Deferred Maintenance Fund	Maintenance Contracts Repairs	BUILDING SERVICES	\$7,300.00
SAUSD GO Bond, 2008 Election, Series A		SANTIAGO ELEMENTARY SCHOOL	\$1,500.00
SAUSD GO Bond, 2008 Election, Series A		SANTA ANA HIGH SCHOOL	\$6,500.00
Capital Facilities Fund		LATHROP INTERMEDIATE SCHOOL	\$1,500.00
Capital Facilities Fund		WILLARD INTERMEDIATE SCHOOL	\$9,800.00
Developer Fees		CENTURY HIGH SCHOOL	\$5,500.00
OPSC School Facilities Bond		FREMONT ELEMENTARY SCHOOL	\$1,800.00
OPSC School Facilities Bond		FRANKLIN ELEMENTARY SCHOOL	\$14,374.85
OPSC School Facilities Bond		WILSON ELEMENTARY SCHOOL	\$1,000.00
OPSC School Facilities Bond		SANTA ANA HIGH SCHOOL	\$3,500.00
OPSC School Facilities Bond		SADDLEBACK HIGH SCHOOL	\$9,000.00

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-JAN-2013 through 29-JAN-2013 Page: 3 of 5

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280749	TEACHERS CURRICULUM INSTITUTE		
ARRA Title 1 School Improvement Grant	Materials & Supplies/Software	WILLARD INTERMEDIATE SCHOOL	\$136.00
ARRA Title 1 School Improvement Grant	Other Equipment	WILLARD INTERMEDIATE SCHOOL	\$48,634.00
280896	ORANGE COUNTY DEPARTMENT OF EDUCATION SUPERINTENDENT		
COPS 2006 Secure Our Schools	Sub-Agreements for Services	RISK MANAGEMENT	\$41,289.79
Readiness & Emergency Management	Sub-Agreements for Services	RISK MANAGEMENT	\$40,000.00
COPS 2006 Secure Our Schools	Sub-Agreements for Services	RISK MANAGEMENT	\$41,289.79
Readiness & Emergency Management	Sub-Agreements for Services	RISK MANAGEMENT	\$40,000.00
281419	CROP PRODUCTION SERVICES, INC.		
Civic Center Rental Fees	Grounds Maintenance Supplies	RISK MANAGEMENT	\$31,000.00
281420	MEKONG PRINTING dba MK PRINTING		
General Fund	PUBLICATIONS INVENTORY	PUBLICATIONS	\$35,000.00
282308	IRVINE UNIFIED SCHOOL DISTRICT		
Special Ed: Mental Health Services	Sub-Agreements for Services	SPECIAL EDUCATION	\$61,350.00
Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.00
284180	PRB CONSTRUCTION		
Child Nutrition: School Programs	Maintenance Contracts Repairs	FOOD 4 THOUGHT	\$37,571.91
281497	ORBACH, HUFF AND SUAREZ, LLP		
Cell Leases Facilities	Other Contracts	FACILITIES/GOVERNMENTAL RELATIONS	\$294.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	FACILITIES/GOVERNMENTAL RELATIONS	\$194,500.00

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-JAN-2013 through 29-JAN-2013 Page: 4 of 5

PO No. Vendor BOA Date

Funding	Description	Location	Amount
281497	ORBACH, HUFF AND SUAREZ, LLP SAUSD GO Bond, 2008 Plans All Other Election, Series A Printing, etc.	SIERRA PREPARATORY ACADEMY	\$100.00
	SAUSD GO Bond, 2008 Plans All Other Election, Series A Printing, etc.	SANTA ANA HIGH SCHOOL	\$100.00
	SAUSD GO Bond, 2008 Plans All Other Election, Series A Printing, etc.	SPURGEON INTERMEDIATE SCHOOL	\$100.00
	SAUSD GO Bond, 2008 Plans All Other Election, Series A Printing, etc.	CENTURY HIGH SCHOOL	\$100.00
	SAUSD GO Bond, 2008 Plans All Other Election, Series A Printing, etc.	HENINGER ELEMENTARY SCHOOL	\$100.00
Fund 40 QZAB	Solar Plans All Other Energy Savings 2012 Printing, etc.	FACILITIES/GOVERNMENTAL RELATIONS	\$5,000.00
284598	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE ARRA Title 1 School Sub-Agreements for Improvement Grant Services	SIERRA PREPARATORY ACADEMY	\$23,425.00
	ARRA Title 1 School Consultants Improvement Grant Instructional	SIERRA PREPARATORY ACADEMY	\$25,000.00
284607	ALLSTAR PAVING COMPANY, INC. Deferred Maintenance Maintenance Fund Contracts Repairs	BUILDING SERVICES	\$25,123.00
284630	JIM'S MUSIC CENTER, INC. ARRA Title 1 School Materials & Improvement Grant Supplies/Software	WILLARD INTERMEDIATE SCHOOL	\$7,059.71
	ARRA Title 1 School Non-Capitalized Improvement Grant Equipment	WILLARD INTERMEDIATE SCHOOL	\$32,730.00
284671	JL COBB PAINTING OPSC School Facilities Bond	SANTA ANA HIGH SCHOOL	\$53,460.00
284673	JL COBB PAINTING OPSC School Facilities Bond	WILSON ELEMENTARY SCHOOL	\$31,000.00
284701	GHATAODE BANNON ARCHITECTS, LLP OPSC School Building Architect Facilities Bond	EDISON ELEMENTARY SCHOOL	\$35,000.00

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-JAN-2013 through 29-JAN-2013 Page: 5 of 5

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
284706	XPEDX, AN INTERNATIONAL PAPER COMPANY		2012/03/27
General Fund	PUBLICATIONS INVENTORY	PUBLICATIONS	\$31,159.04
284741	ASBESTOS INSTANT RESPONSE, INC.		
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	\$40,605.00
284747	WAXIE SANITARY SUPPLY		
General Fund	Stores	WAREHOUSE AND DELIVERY	\$36,549.00
284789	INTERCOM CLOCKS & SIGNAL SERVICE		
Civic Center Rental Fees	Security System	RISK MANAGEMENT	\$4,000.00
COPS 2006 Secure Our Schools	Security System	RISK MANAGEMENT	\$25,547.23
284811	BLACK DIAMOND, INC. dba BLACK DIAMOND LANDSCAPE		
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	\$28,840.00
284861	CALIFORNIA TRACK & ENGINEERING, INC.		
OPSC School Facilities Bond		CENTURY HIGH SCHOOL	\$44,120.00

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Ratification of Expenditure Summary and Warrant Listing for Period of January 9, 2013 through January 29, 2013

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Christeen Betz, Director, Accounting

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Expenditure Summary and Warrant Listing for the expenditures \$25,000 and over on a bi-monthly basis.

RATIONALE:

The Expenditure Summary consists of all warrants created during the period of January 9, 2013 through January 29, 2013. A detailed listing for expenditures \$25,000 and over is also included.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Expenditure Summary and Warrant Listing of expenditures over \$25,000 for the period of January 9, 2013 through January 29, 2013.

 MBmm



Santa Ana Unified School District

Michael P. Bishop, Sr., CBO
Deputy Superintendent,
Operations

Thelma Meléndez de Santa Ana, Ph.D., Superintendent

Date: January 29, 2013

To: Thelma Meléndez de Santa Ana, Ph.D., Superintendent

From: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

Subject: Expenditures Summary: From 09-JAN-2013 through 29-JAN-2013

Fund 01 General Fund	\$5,747,858.54
Fund 09 Charter School Fund	\$309,820.98
Fund 12 Child Development	\$166.18
Fund 13 Cafeteria Fund	\$701,646.77
Fund 14 Deferred Maintenance Fund	\$71,828.39
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$293,195.77
Fund 25 Capital Facilities Fund	\$14,923.90
Fund 26 Measure G Bond	\$2,329.86
Fund 27 Qualified School Construction Bond	\$818,308.53
Fund 29 Measure G	\$91,458.19
Fund 35 County School Facilities Fund	\$1,449,160.40
Fund 40 Special Reserve Fund	\$154,199.95
Fund 49 Capital Project Fund for Blended Component	\$2,188.40
Fund 68 Workers' Compensation	\$148,720.61
Fund 69 Health & Welfare	\$5,554,499.58
Fund 81 Property & Liability	\$115,155.93
Total Expenditures:	\$15,475,461.98

Prepared By: Christeen Betz, Director, Accounting

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 558-5501

BOARD OF EDUCATION

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SAUSD Board of Education Warrant Listing

January 09, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84177084	RED ROCK CANYON SCHOOL ADOLESCENT		\$39,549.00
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Special Education	SPECIAL EDUCATION	
84176963	EL SOL SCIENCE AND ARTS ACADEMY		\$69,895.00
	Fund 01 General Fund	CASH ACCOUNT	
84176964	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL		\$35,969.00
	Fund 01 General Fund	CASH ACCOUNT	
84176965	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY		\$54,689.00
	Fund 01 General Fund	CASH ACCOUNT	
84176966	ORANGE COUNTY HIGH SCHOOL OF THE ARTS		\$172,206.00
	Fund 01 General Fund	CASH ACCOUNT	
84176972	SOUTHERN CALIFORNIA EDISON		\$420,998.03
	Head Start	CHILD DEVELOPMENT	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84176975	ATKINSON ANDELSON LOYA RUUD & ROMO		\$47,152.10
	Risk Management - Undesignated	RISK MANAGEMENT	
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
		EMPLOYEE RELATIONS	
84176979	DELL MARKETING, L.P.		\$25,747.98
	Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	
84176991	ILLUMINATE EDUCATION, INC.		\$232,000.00
	Economic Impact Aid	STUDENT ACHIEVEMENT	
84177002	TEXTBOOK ENTERPRISE, INC.		\$92,201.43
	Lottery: Instructional Materials	STATE TEXTBOOKS	

SAUSD Board of Education Warrant Listing

January 09, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84177006	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICTWIDE	\$207,124.50
84177035	ORANGE COUNTY DEPARTMENT OF EDUCATION COPS 2006 Secure Our Schools Special Ed: Mental Health Services Special Education	RISK MANAGEMENT SPECIAL EDUCATION SPECIAL EDUCATION	\$228,942.87
84176962	EDWARD B. COLE ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$35,510.00
84177069	DEVEREUX TEXAS TREATMENT NETWORK Special Ed: Mental Health Services Special Education	SPECIAL EDUCATION SPECIAL EDUCATION	\$27,939.28
84177087	ROSSIER PARK JUNIOR/SENIOR HIGH SCHOOL Special Education	SPECIAL EDUCATION	\$87,347.00
84177050	THERAPEUTIC EDUCATION CENTERS Special Education	SPECIAL EDUCATION	\$49,299.00
Fund 09 Charter School Fund			
84177124	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 09 Charter School Fund	CASH ACCOUNT	\$123,126.78
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund			
84177102	USS CAL BUILDERS, INC. Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SANTA ANA HIGH SCHOOL	\$46,065.60
84177146	PCM3, INC. Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SANTA ANA HIGH SCHOOL	\$46,753.35

SAUSD Board of Education Warrant Listing

January 09, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 27 Qualified School Construction Bond			
84177105	A.J. FISTES CORPORATION Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$32,424.46
84177109	SILVER-CREEK INDUSTRIES, INC. Fund 27 2nd Sale-Qualified School Construction Bond	EDISON ELEMENTARY SCHOOL	\$130,313.89
Fund 29 Measure G			
84177110	SILVER-CREEK INDUSTRIES, INC. Fund 29 Measure G Series E	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$44,830.64
Fund 35 County School Facilities Fund			
84177112	CHAMPION ELECTRIC, INC. dba KINGDOM Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$41,909.25
84177114	MACKONE DEVELOPMENT, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FREMONT ELEMENTARY SCHOOL	\$43,301.46
84177120	ROY E. WHITEHEAD Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$37,026.00
84177152	DAVE BANG ASSOCIATES, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	REMINGTON ELEMENTARY SCHOOL	\$34,425.71
Fund 68 Workers' Compensation			
84177159	SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF Fund 68 Workers' Compensation	RISK MANAGEMENT	\$35,009.12
Fund 69 Health & Welfare			
84177160	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$500,000.00
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total :			\$2,941,756.45

SAUSD Board of Education Warrant Listing

January 16, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84177187	TEXTBOOK ENTERPRISE, INC. Lottery: Instructional Materials	STATE TEXTBOOKS	\$34,997.63
84177360	DURHAM SCHOOL SERVICES, L.P. 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships COPS 2006 Secure Our Schools IASA: Title I Basic Grants Low-Income and Neglected, Part A Transportation-Home to School Transportation-Special Education Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL RISK MANAGEMENT KENNEDY ELEMENTARY SCHOOL TRANSPORTATION DEPARTMENT TRANSPORTATION DEPARTMENT GODINEZ FUNDAMENTAL HIGH SCHOOL	\$502,709.80
84177168	CAL PERS SAFETY Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	\$57,191.25
84177325	ORACLE USA, INC. Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	\$50,787.16
84177312	HARDY AND HARPER Fund 01 General Fund Ongoing & Major Maintenance Account	ACCOUNTING DEPARTMENT BUILDING SERVICES	\$40,053.90
84177290	UNISOURCE WORLDWIDE, INC. Fund 01 General Fund	ACCOUNTING DEPARTMENT WAREHOUSE AND DELIVERY	\$28,297.30
84177274	ORANGE COUNTY DEPARTMENT OF EDUCATION Special Education	SPECIAL EDUCATION	\$395,523.00
84177189	THINK TOGETHER 21st Century ASSETS (roll-up 4124) 21st Century Community Learning Centers 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DEPUTY SUPERINTENDENT'S OFFICE DEPUTY SUPERINTENDENT'S OFFICE DEPUTY SUPERINTENDENT'S OFFICE	\$1,024,615.46

SAUSD Board of Education Warrant Listing

January 16, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84177239	WAXIE SANITARY SUPPLY		\$49,255.80
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	

Fund 09 Charter School Fund

84177415	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL		\$159,587.34
	Fund 09 Charter School Fund	CASH ACCOUNT	

SAUSD Board of Education Warrant Listing

January 16, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84177418	A & R WHOLESALE DISTRIBUTORS		\$26,394.57
	Child Nutrition: School Programs	FOOD 4 THOUGHT	
84177422	ASR FOOD DISTRIBUTORS, INC.		\$60,990.22
	Child Nutrition: Fresh Fruits and Vegetable Program	FOOD 4 THOUGHT	
	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	
		FOOD 4 THOUGHT	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

January 16, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84177435	DRIFTWOOD DAIRY Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL FOOD 4 THOUGHT GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL	\$65,827.76
84177439	GOLD STAR FOODS Child Nutrition: School Programs	CENTURY HIGH SCHOOL FOOD 4 THOUGHT GODINEZ FUNDAMENTAL HIGH SCHOOL SANTA ANA HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$47,890.17
84177441	GOLD STAR FOODS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL FOOD 4 THOUGHT GODINEZ FUNDAMENTAL HIGH SCHOOL	\$97,150.00
84177443	PRB CONSTRUCTION Child Nutrition: School Programs	FOOD 4 THOUGHT	\$30,029.46

SAUSD Board of Education Warrant Listing

January 16, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 27 Qualified School Construction Bond			
84177405	WESTLAND HEATING & AIR CONDITIONING, INC. Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$37,680.30
Fund 35 County School Facilities Fund			
84177406	CONTINENTAL FLOORING, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$85,268.20
84177410	JL COBB PAINTING Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$120,460.00
84177412	LETNER ROOFING COMPANY Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$80,755.70
Fund 68 Workers' Compensation			
84177461	SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF Fund 68 Workers' Compensation	RISK MANAGEMENT	\$35,173.49

SAUSD Board of Education Warrant Listing

January 16, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 69 Health & Welfare			
84177464	BLUE SHIELD OF CALIFORNIA		\$3,509,792.33
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84177467	DELTACARE USA		\$49,425.87
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84177474	KAISER FOUNDATION HEALTH PLAN		\$1,120,466.22
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84177479	VISION SERVICE PLAN		\$49,518.48
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84177463	ALAMEDA COUNTY SCHOOLS INSURANCE (ACSI)		\$305,181.09
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Fund 81 Property & Liability			
84177480	CORVEL CORPORATION		\$90,731.35
	Fund 81 Property & Liability	RISK MANAGEMENT	
Grand Total :			\$8,155,753.85

SAUSD Board of Education Warrant Listing

January 23, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84177498	NCS PEARSON, INC.		\$35,200.00
	ARRA Title 1 School Improvement Grant (SIG) PLAS	SADDLEBACK HIGH SCHOOL	
	Economic Impact Aid	SADDLEBACK HIGH SCHOOL	
84177499	PIVOT LEARNING PARTNERS		\$63,750.00
	ARRA Title 1 School Improvement Grant (SIG) PLAS	SANTA ANA HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	
84177501	REVOLVING CASH FUND		\$58,261.33
	Fund 01 General Fund	HUMAN RESOURCES DIVISION	
		INFORMATION TECHNOLOGY CENTER	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SECONDARY DIVISION	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
84177504	THE EDUCATION TRUST, INC.		\$42,800.00
	Gear Up IV (RSCC Fiscal Agent)	SECONDARY DIVISION	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	
84177511	ASBESTOS INSTANT RESPONSE, INC.		\$40,605.00
	Ongoing & Major Maintenance Account	BUILDING SERVICES	

SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84177518	CDW GOVERNMENT, INC.		\$31,649.85
	ARRA Title 1 School Improvement Grant (SIG) PLAS	SADDLEBACK HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Donations (Miscellaneous)	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
	Economic Impact Aid	VALLEY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	Medi-Cal Billing Option	PSYCHOLOGICAL SERVICES/APE	
		SPECIAL EDUCATION	
	Special Ed: Workability I LEA	TRANSITION PROGRAMS	
	Special Education	SPECIAL EDUCATION	
		SPURGEON INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		CONSTRUCTION	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HUMAN RESOURCES DIVISION	
		INFORMATION TECHNOLOGY CENTER	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

January 23, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SECONDARY DIVISION	
		SIERRA PREPARATORY ACADEMY	
		TAFT ELEMENTARY SCHOOL	
		TELEVISION CENTER	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
84177546	PARADIGM HEALTHCARE SERVICES		\$27,865.92
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
84177495	ILLUMINATE EDUCATION, INC.		\$217,748.00
	Economic Impact Aid	STUDENT ACHIEVEMENT	
84177573	DURHAM SCHOOL SERVICES, L.P.		\$169,747.94
	Transportation-Special Education	TRANSPORTATION DEPARTMENT	
	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	
 Fund 09 Charter School Fund			
84177627	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL		\$27,106.86
	Fund 09 Charter School Fund	CASH ACCOUNT	

SAUSD Board of Education Warrant Listing

January 23, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84177640	GOLD STAR FOODS Child Nutrition: School Programs	CENTURY HIGH SCHOOL FOOD 4 THOUGHT SANTA ANA HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$113,678.40
84177631	ASR FOOD DISTRIBUTORS, INC. Child Nutrition: Fresh Fruits and Vegetable Program Child Nutrition: School Programs	FOOD 4 THOUGHT SANTA ANA HIGH SCHOOL SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL WILLARD INTERMEDIATE SCHOOL	\$68,340.57
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund			
84177612	USS CAL BUILDERS, INC. Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SANTA ANA HIGH SCHOOL	\$85,728.74
Fund 27 Qualified School Construction Bond			
84177613	PH HAGOPIAN CONTRACTOR, INC. Fund 27 2nd Sale-Qualified School Construction Bond	SADDLEBACK HIGH SCHOOL	\$569,400.00
Fund 29 Measure G			
84177614	SILVER-CREEK INDUSTRIES, INC. Fund 29 Measure G Series E	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$46,425.20

SAUSD Board of Education Warrant Listing

January 23, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 35 County School Facilities Fund			
84177619	JRH CONSTRUCTION COMPANY, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$60,018.15
84177620	JRH CONSTRUCTION COMPANY, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	EDISON ELEMENTARY SCHOOL	\$25,230.58
84177623	SCORPIO ENTERPRISES, INC. Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$122,800.00
84177624	SILVER-CREEK INDUSTRIES, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LATHROP INTERMEDIATE SCHOOL	\$367,792.85
Fund 40 Special Reserve Fund			
84177689	NEXUS IS, INC. Fund 40 Special Reserve Fund	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$152,011.54
Fund 68 Workers' Compensation			
84177694	SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF Fund 68 Workers' Compensation	RISK MANAGEMENT	\$61,085.80
Grand Total :			\$2,387,246.73

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 9, 2013 through January 29, 2013

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the period of January 9, 2013 through January 29, 2013.

RATIONALE:

Consultants have been requested by school sites and District staff to enhance and support educational programs and provide professional development to improve student achievement.

The attached list identifies various consultants that will provide services throughout the District whose compensation is under \$250,000.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of January 9, 2013 through January 29, 2013.



2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
February 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	University Preparation School, California State University	State Preschool: Will provide a one-day training on the Desired Results Development Profile (DRDP), which is the State mandated Child Assessment. The training will facilitate the completion of the DRDP according to California Department of Education requirements.	February 15, 2013		Child Readiness	\$3,750.00	131382
2.	University Preparation School, California State University	State Preschool: Will provide a one-day training on the Desired Results Development Profile (DRDP), which is the State mandated Child Assessment. The training will facilitate the completion of the DRDP according to California Department of Education requirements.	February 15, 2013		State Preschool	\$2,250.00	136355
3.	Camfel Productions	Century High School: Will provide an assembly to freshman students to discourage them against bullying.	April 24, 2013		General Fund	\$858.60	136549
4.	San Joaquin County of Education, Center for Educational Development and Research	Research and Evaluation: Will provide the setup/configuration and support concerning the design, programming, and maintenance of integration components between the Special Education Information System (SEIS) and the District's Student Information System (SIS).	February 13, 2013 through June 30, 2013		Title I	\$12,920.50	135327

2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

February 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
5.	Grupo Crecer	Spurgeon Intermediate School: Will provide parent education training that will focus on family dynamics, discipline styles, communication, reduction of family violence, and academic success.	April 9, 2013 through May 28, 2013		Title I	\$10,000.00	136564

2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Business Services
February 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
6.	American Fidelity	Will provide retiree and COBRA Administration including premium collection, eligibility maintenance, billing remittance, and notifications.	February 13, 2013 through June 30, 2013		General Fund	\$40,000.00	136926
7.	American Fidelity	Will provide audit of Health Benefits Program.	February 13, 2013 through June 30, 2013		General Fund	\$20,000.00	136927
8.	Barney & Barney, LLC	Will provide audit of existing employee benefits processes and documentation related to data accuracy, eligibility, and reconciliation process, elections, provider payment, employee contributions and compliance issues as well as accuracy of self-administered COBRA, FMLA, and retiree benefits.	February 13, 2013 through June 30, 2013		Fund 69	\$40,000.00	137039
9.	FamSoft Corporation	Will provide Oracle analyst for Health Benefits data files, data file transfer process from District to Providers, and Open Enrollment process for Health Benefits.	February 13, 2013 through June 30, 2013		Fund 69	\$80,000.00	137040
10.	School Services of California	Will provide assistance in strategic alignment, communication and peer review of budget results.	February 13, 2013 through October 31, 2013		General Fund	\$20,000.00	137356

2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Facilities and Governmental Relations
February 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
11.	Colbi Technologies, Inc.	Increase to P.O. #281563. Will provide financial software support to the Facilities Accounting Program. Increase is due to the license capacity and tax.	February 13, 2013 through June 28, 2013	X	Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$61,968.25	281563

2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Human Resources

February 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
12.	Atkinson, Andelson, Loya, Rudd & Romo	Increase to P.O. #280238. Will provide legal expertise related to collective bargaining, employee discipline, and dismissal, as well as technical support, on an as needed basis.	February 13, 2013 through June 30, 2013		General Fund	\$250,000.00	136660

2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Support Services
February 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
13.	Larry Goodman	Will provide counseling to special education students.	February 13, 2013 through June 30, 2013		Mental Health Special Ed.	\$19,660.00	136672
14.	Sylvia Boden	Will provide counseling to special education students.	February 13, 2013 through June 30, 2013		Mental Health Special Ed.	\$19,660.00	136628
15.	Maxim Healthcare	Will provide respite care to special education students.	February 13, 2013 through June 30, 2013		Special Ed.	\$1,500.00	136959

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Acceptance of Completion of Contracts for Various Projects Districtwide

ITEM: Consent

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of contracts for various projects Districtwide.

RATIONALE:

The District has received close-out confirmation from the construction manager that the work has been completed in accordance with the terms of the contract. Public Contract Code Sections 9201-9203 require the local agency to withhold retention from the contract price until final completion and acceptance of the projects.

School	Bid Package	Amount	Retention @ 5%	Change Order	Contractor
Adams ES Modernization Project	No. 1 General Construction	\$1,149,500	\$57,475	0	M. S. Construction Management Group
School	Bid Package	Amount	Retention @ 10%	Change Order	Contractor
Santa Ana HS Emergency Repair Program	No. 406 Heating Replacement System	\$3,978,000	\$397,800	0	USS Cal Builders, Inc.
Santa Ana HS Modernization Project	No. 2 General	\$3,348,000	\$334,800	0	USS Cal Builders, Inc.
Santa Ana HS Emergency Repair Program	No. 403 Fire Alarm	\$868,700	\$86,870	0	Westside Electric
	TOTAL:	\$9,344,200	\$876,945		

FUNDING:

State School Facility Program/Measure G: \$876,945

RECOMMENDATION:

Accept the February 12, 2013, completion of contracts for Districtwide projects.


JD:rb

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Authorization of Contract for Districtwide Computer Energy Management Services

ITEM: Consent

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
Michael Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Tova K. Corman, Senior Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board to authorize the contract for Districtwide Computer Energy Management. The District requested proposals on July 23, 2012 and received responses from three firms, of which one is being recommended for approval (Absolute Software).

RATIONALE:

The contract with Absolute Software is for the purchase of qualifying software that provides centralized control over the power management features of computers within the District's network. The software allows for customizable settings to ensure District computers are using low power states when not in use. Southern California Edison (SCE) offers rebates of \$15 per computer installed with energy management software. Absolute Software will provide the District with a five-year software license at no cost in exchange for receiving the District's SCE rebate.

In June 2012, the District performed a software pilot on 195 District computers at one elementary, one intermediate, and one high school. The analysis showed an estimated savings of \$25.71 annually per computer after the implementation of power management. When applied to approximately 20,000 Districtwide computers, the energy savings is estimated to be over \$500,000 per year.

FUNDING:

Not applicable

RECOMMENDATION:

Authorize Absolute Software Contract for Districtwide Computer Energy Management Services.

 JD:rb

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests**

ITEM: **Action**

SUBMITTED BY: **Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer**

PREPARED BY: **Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of gifts, grants, and bequests on behalf of school sites and the District. For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

RATIONALE:

The Board may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to provide equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept gifts in accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests.

CO:el 

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - February 12, 2013

School:	Gift:	Amount:	Donor:	Used for:
Diamond Elementary		\$840	Sea & Sage Audubon Society Ms. Trude Herd Irvine	Transportation for field trips to Sea & Sage Audubon Society
Esqueda Elementary		\$700	Target Scholarship America Ms. Kim Rice Saint Peter, MN	Field trip expenses for 2nd grade students
Romero-Cruz Elementary		\$1,000	Superior Grocers Ms. Brenda Sarti Santa Fe Springs	Field trip expenses
Roosevelt Elementary		\$500	Target Scholarship America Ms. Anne Cheney Saint Peter, MN	Field trip expenses
Roosevelt Elementary		\$527	General Mills Box Tops for Education P.O. Box 9452 Minneapolis, MN	Instructional materials
Sepulveda Elementary		\$875	Scholastic Books Ms. Janet Hutchinson Arlington	Student and staff incentives, and parent meetings
Thorpe Fundamental Elementary		\$1,053	General Mills Box Tops for Education P.O. Box 9452 Minneapolis, MN	Library books
Thorpe Fundamental Elementary		\$5,652	Thorpe PTA Ms. Becky Clevenger Santa Ana	Field trip expenses
Villa Fundamental Intermediate		\$1,000	Nestle and Superior Grocers Ms. Brenda Sarti Montebello	Villa's Nutrition Activity Club expenses
Century High		\$2,000	Jostens Mr. John P. Nicholson Costa Mesa	Student body activities
Lorin Griset Academy		\$500	Orange County Community Foundation Ms. Carol Ferguson Newport Beach	Field trip for 11th/12th grade students to Bolsa Chica Wetlands

School:	Gift:	Amount:	Donor:	Used for:
Lorin Griset Academy		\$700	Target Scholarship America Ms. Kim Rice St. Peter, MN	Field trip expenses
February 12, 2013 donations		\$15,347		
2013 Total donations	\$28,355	\$43,702		

For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

CO:eh

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Authorization to Obtain Request for Proposals for After-School Service Providers**

ITEM: **Action**

SUBMITTED BY: **Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer**

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain Request for Proposals (RFP) for after-school service providers.

The California Department of Education After School Education and Safety Program and the 21st Century Learning Centers Grant fund the establishment of local before and after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through eighth grades. The after-school program provides an opportunity to merge school reform strategies with community resources. The goal is to support local efforts to improve assistance to students and broaden the base of support for education in a safe, constructive environment. The program creates incentives for establishing locally driven after-school education an enrichment programs.

RATIONALE:

The purpose of this RFP is to obtain information that will enable the District to select and award contracts to qualified service providers to provide literacy, academic achievement, and safe constructive alternatives for students in grades K-8. Agencies desiring to provide program services in the after-school program must link, support, and align with the District's mission and vision in support of the Seven Building Blocks of Success, the Seven Cs, and must have a comprehensive plan aligned with the implementation of the Common Core State Standards.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize staff to obtain Request for Proposals for after-school service providers.



Request for Proposals

After-School Service Providers

February 12, 2013

Thelma Meléndez de Santa Ana, Ph.D., Superintendent

Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
Herman Mendez, Assistant Superintendent, Elementary

Getting to the Core



Superior Standards

Supportive School Climate

Successful Students



Our Theory of Action

Continue to Improve Alignment to Meet Individualized Student Needs

Seek Grants and Private Funding to Support and Expand the Extended School Year Program

Support Transition to Common Core

Students

Seek Additional Partnerships to Supplement the Extended Day Program

Expand High School Programs

Additional Support and Oversight of Program Quality

Getting to the Core



Superior Standards

Supportive School Climate

Successful Students

After-School Program Design



Academic Enrichment

- Support and alignment with the implementation of the Common Core State Standards
- Homework support and tutoring services
- Provided by THINK Together

Educational Enrichment

- Youth development activities
- STEM activities
- Visual and performing arts
- Physical activities
- Community service and project based learning
- Provided by approved Service Providers (RFP)

Getting to the Core



Superior Standards

Supportive School Climate

Successful Students

Timeline



Advertise Request for Proposals	February 13 and 20, 2013 OC Register
Request for Proposals Providers Conference	February 25, 2013 4:00 p.m. Board Room
Deadline for Submission	March 4, 2013 4:30 p.m.
Proposal Review and/or Interviews	March 5 through 22, 2013
Preliminary Acceptance and Assignment of Service Providers	March 29, 2013
Board Approval for Selected Service Providers	April 23, 2013
After-School Programming	First day of school

Getting to the Core

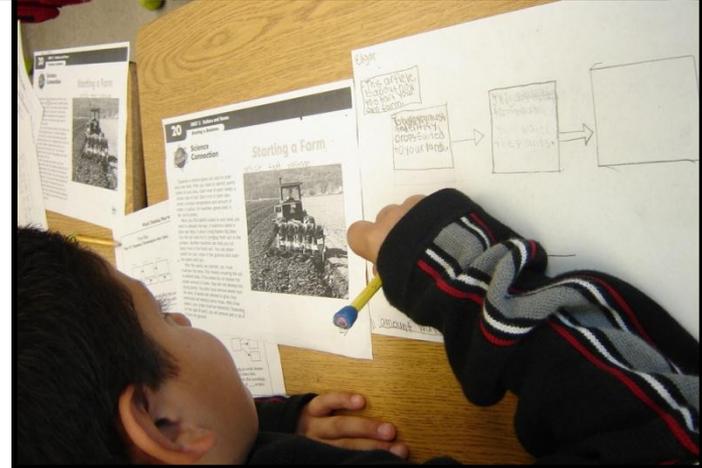


Superior Standards

Supportive School Climate

Successful Students

After-School



Getting to the Core



Superior Standards

Supportive School Climate

Successful Students

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Approval of Submission of S.D. Bechtel, Jr. Foundation Grant for 2013-18 School Years**

ITEM: **Action**

SUBMITTED BY: **Herman Mendez, Assistant Superintendent, Elementary Education**

PREPARED BY: **Michelle Rodriguez, Ed.D., Director, Elementary Student Achievement/Charter Schools**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to submit a grant application, S.D. Bechtel, Jr. Foundation grant, to assist with implementation of Common Core State Standards (CCSS) in the area of mathematics for the 2013-18 school years.

The S.D. Bechtel, Jr. Foundation (the Foundation) is a family foundation dedicated to advancing a productive, vibrant, and sustainable California. With grant-making programs in STEM Education, Environment, Character Development and Citizenship, and Health, the Foundation supports organizations and initiatives that demonstrate the potential to address California's most critical challenges.

The Foundation's commitment to STEM education is inspired by the promise of the young mind. By investing in high-quality STEM teaching and learning in California, particularly in grades K-8, it is the Foundation's intention that California's students will be prepared to be full participants in a productive economy.

RATIONALE:

The grant is administrated by S.D. Bechtel, Jr. Foundation. The funding will support the implementation of the CCSS in the area of mathematics in grades kindergarten through eighth grade. The focus of the grant is to support high-quality teaching and learning, and develop scalable and replicable models of CCSS implementation.

This grant will allow Educational Services to expand the level of professional development in effective instructional practices and content knowledge provided to kindergarten through eighth grade teachers, with a specific focus on fourth through eighth grade teachers. In addition, the grant will provide the District an opportunity to collaborate with other districts throughout California and receive on-going technical assistance from mathematics experts.

FUNDING:

\$6,000,000 over five years (2013-18 school years)

RECOMMENDATION:

Approve the submission of the S.D. Bechtel, Jr. Foundation grant application for the 2013-18 school years.

HM:MR:sz

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GRANT SUMMARY

Title:	S. D. Bechtel, Jr. Foundation Grant
Funding Source:	S. D. Bechtel, Jr. Foundation
Due Date:	March 1, 2013
Contact Person:	Michelle Rodriguez, Ed.D., Director, Elementary Student Achievement/Charter Schools
Amount/Duration:	\$6,000,000 over five years (2013-18 school years)
Target Population (e.g., Grade Level/s)	All students and teachers grades kindergarten through eighth grade.
Budget Impact:	None
Indirect Rate:	None
Personnel Impact:	Educational Services will manage the grant. The director in charge of Common Core State Standards (CCSS) implementation will be required to collaborate with other grant recipients three times a year and support other districts statewide through phone and e-mail assess.
Survey Questions:	There will not be a survey administered.
Grant Program Description	
Goals /Objectives:	<p>The grant has three primary goals:</p> <ol style="list-style-type: none"> 1) Provide professional development to kindergarten through eighth grade teachers in the areas of CCSS mathematics, specifically the building of conceptual understanding. 2) Develop scalable and replicable models of CCSS implementation 3) Create a professional learning network to support CCSS implementation throughout the State of California.
Activities:	This grant will allow Educational Services to expand the level of professional development in effective instructional practices and content knowledge provided to kindergarten through eighth grade teachers, with specific focus on fourth through eighth grade teachers. In addition, the grant will provide the District an opportunity to collaborate with other districts throughout California and receive on-going technical assistance from mathematics experts.

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Approval to Partner with University of California, Irvine on the Equitable Science Curriculum for Advanced Public Education Grant for 2014-17 School Years**

ITEM: **Action**

SUBMITTED BY: **Herman Mendez, Assistant Superintendent, Elementary Education**

PREPARED BY: **Michelle Rodriguez, Ed.D., Director, Elementary Student Achievement/Charter Schools**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to partner with Equitable Science Curriculum for Advanced Public Education (ESCAPE) Grant with the University of California, Irvine (UCI) to assist with the implementation of the Common Core State Standards (CCSS) in the area of science for the 2014-17 school years.

The grant is administrated by the State of California through the UCI. The grant will address the Board of Education's focus on increasing Science, Technology, Engineering, and Mathematics (STEM) instruction within Santa Ana schools.

RATIONALE:

The grant will include the development of CCSS aligned units of study and lessons with effective teaching strategies for English Learners embedded throughout the unit in the area of science. This grant will allow Educational Services to provide up to 60 District, third through fifth grade teachers with three years of professional development on age-appropriate scientific and engineering practices, integrated approaches to problem solving, and hands-on, inquiry-based learning. Participating teachers will also have access to online science resources developed in collaboration with UCI, West Ed, Orange County Department of Education, and Segerstrom Center for the Arts.

FUNDING:

\$7,000,000 over three years (2014-17 school years) to serve the District and five other districts (Westminster Unified, Orange Unified, Placentia Yorba-Linda, Capistrano Unified, and Tustin Unified School Districts)

RECOMMENDATION:

Approve the partnership with the University of California, Irvine on the Equitable Science Curriculum for Advanced Public Education grant for the 2014-17 school years.

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HM:MR:sz

GRANT SUMMARY

Title:	Equitable Science Curriculum for Advanced Public Education (ESCAPE) grant
Funding Source:	State of California
Due Date:	July 1, 2013
Contact Person:	Michelle Rodriguez, Ed.D., Director, Elementary Student Achievement/Charter Schools
Amount/Duration:	\$7,000,000 over three years (2014-17 school years).
Target Population (e.g., Grade Level/s)	60 District third through fifth grade teachers
Budget Impact:	None
Indirect Rate:	None
Personnel Impact:	Educational Services will partner with University of Irvine to manage the grant. The director in charge of Common Core State Standards (CCSS) implementation will ensure that the grant aligns with the District's overall CCSS implementation plans.
Survey Questions:	There will not be a survey administered.
Grant Program Description	
Goals /Objectives:	<p>The grant has three primary goals:</p> <ol style="list-style-type: none"> 1) Provide professional development on age-appropriate scientific and engineering practices, integrated approaches to problem solving, and hands-on, inquiry based learning. 2) Create a professional learning network to support CCSS implementation in science with UC Irvine, West Ed, Orange County Department of Education, and Segerstrom Center for the Arts. 3) Provide technical assistance in the development of units of study in the area of science.
Activities:	<p>The grant will prepare up to 60 District third through fifth grade teachers with three years of professional development on age-appropriate scientific and engineering practices, integrated approaches to problem solving, and hands-on, inquiry based learning. The grant will begin in July 2014 with a yearly 40-hour summer institute followed by coaching, two full day trainings, and two half-day trainings throughout each of the three years. Participating teachers would also have access to online science resources developed in collaboration with UC Irvine, West Ed, Orange County Department of Education, and Segerstrom Center for the Arts.</p>

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Approval of Appointment of Corporate Directors to Santa Ana Unified School District Public Facilities Corporation**

ITEM: **Action**

SUBMITTED BY: **Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations**

PREPARED BY: **Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to appoint corporate directors to the Santa Ana Unified School District (SAUSD) Public Facilities Corporation.

RATIONALE:

The Board of Education formed the SAUSD Public Facilities Corporation in 1989 for the purpose of assisting the District in financing school facilities.

Per Section 3.03 of the Public Facilities Corporation bylaws, directors of the Corporation shall be designated by the members of the Board of Education of the SAUSD.

The members of the Board of Education shall be designated and appointed to hold the equivalent positions with the Public Facilities Corporation:

Public Facilities Corporation	Santa Ana Unified School District
Public Facilities Corporation, President	President of the Board of Education
Public Facilities Corporation, Vice President	Vice President of the Board of Education
Public Facilities Corporation, Secretary	District Superintendent
Public Facilities Corporation, Treasurer	District Deputy Superintendent

FUNDING:

Not Applicable

RECOMMENDATION:

Approve appointment of corporate directors to the Santa Ana Unified School District Public Facilities Corporation.

MB:mm


**AGENDA ITEM BACKUP SHEET
February 12, 2013**

Board Meeting

TITLE: Authorization to Renew Contracts for Cellular Services Districtwide with Verizon Wireless and Sprint Nextel Under E-Rate for 2013-14 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Ricardo Enz, Director, Information Technology Center
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew contracts for cellular services Districtwide with Verizon Wireless and Sprint Nextel, under E-Rate for the 2013-14 fiscal year.

RATIONALE:

At its February 28, 2012 meeting, the Board authorized staff to award contracts for cellular services Districtwide for the 2012-13 fiscal year, under E-Rate to Verizon Wireless and Sprint Nextel. The District can extend these contracts for up to a maximum of three years without issuing new Request for Proposals (RFP) for services. Staff has evaluated the District's current rates and recommends extension of these contracts at this time.

It is anticipated that the District will receive 88 percent of the total costs from Schools and Libraries Division (SLD) as E-Rate funding. Unrestricted General funds will be budgeted for 2013-14 fiscal year to cover the District's share of expenses for this agenda item.

Staff recommends contract renewals with the following providers. Vendor selection was in compliance with Board Policy.

Awarded Provider	Service Provided	Amount
Verizon Wireless	Standard cellular service and data services	\$125,000.00
Sprint Nextel of California	Push-to-talk service	\$60,000.00

FUNDING:

Unrestricted General Fund Matching 12%:	\$ 22,200.00
E-Rate Contribution 88%:	<u>\$ 162,800.00</u>
Total Cost:	<u>\$ 185,000.00</u>

RECOMMENDATION:

Authorize staff to renew contracts for cellular services Districtwide, under E-Rate for the 2013-14 fiscal year, in the amount of \$185,000, for a period of one year, pursuant to RFP No. 14-12 to Verizon Wireless and Sprint Nextel.

 MBmm

**AGENDA ITEM BACKUP SHEET
February 12, 2013**

Board Meeting

TITLE: Authorization to Award Contract for Telecommunication and Internet Access Services Districtwide to AT&T Under E-Rate for 2013-14 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Ricardo Enz, Director, Information Technology Center
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for telecommunication and internet access services Districtwide to AT&T, under E-Rate for the 2013-14 fiscal year.

RATIONALE:

At its September 25, 2012 meeting, the Board authorized staff to obtain Request for Proposals (RFP) for telecommunication and internet access services Districtwide. These services include but are not limited to local and long distance services, landline phone service, and internet access connections between sites and the District office.

It is anticipated that the District will receive 88 percent of the total costs from Schools and Libraries Division (SLD) as E-Rate funding. Unrestricted General funds will be budgeted for 2013-14 fiscal year to cover the District's share of expenses for this agenda item.

Twenty-one companies received proposal packages, and two submitted proposals. The award is recommended to AT&T. Vendor selection is in compliance with Board Policy.

Qualified Bidders	RFP Ranking Score	Amount
AT&T	100/100	\$919,945.80
Time Warner Communications	90/100	\$2,499,756.00

FUNDING:

Unrestricted General Fund Matching 12%:	\$ 110,393.50
E-Rate Contribution 88%:	<u>\$ 809,552.30</u>
Total Cost:	<u>\$ 919,945.80</u>

RECOMMENDATION:

Authorize staff to award a contract for telecommunication and internet access services Districtwide, under E-Rate for the 2013-14 fiscal year, in the amount of \$919,945.80, pursuant to RFP No. 04-13, to AT&T, renewable on a yearly basis, for a period not to exceed three years.

MBmm
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AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Authorization to Award Contract for Wide Area Network Services Districtwide to Sunesys, Inc., and Zayo, Inc., Under E-Rate for 2013-14 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Ricardo Enz, Director, Information Technology Center
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Wide Area Network (WAN) services Districtwide to Sunesys, Inc., and Zayo, Inc., under E-Rate for the 2013-14 fiscal year.

RATIONALE:

At its September 25, 2012 meeting, the Board authorized staff to obtain Request for Proposals (RFP) for WAN services Districtwide. This award will provide for WAN services between all District sites and the District's main computer data center.

It is anticipated that the District will receive 88 percent of the total costs from Schools and Libraries Division (SLD) as E-Rate funding. Unrestricted General Funds will be budgeted for 2013-14 fiscal year to cover the District's share of expenses related to this agenda item.

Twenty-one companies received proposal packages, and four submitted proposals. The awards are recommended to Sunesys, Inc., for 1GB and Zayo, Inc., for 10GB WAN services. Vendor selection is in compliance with Board Policy.

Qualified Bidders	RFP Ranking Score	Price for 1GB Service	Price for 10GB Service
Sunesys, Inc.	100/100	\$661,200.00	\$1,310,400.00
Zayo, Inc.	100/100	\$860,100.00	\$1,043,100.00
Time Warner	97/100	\$640,500.00	\$2,196,000.00
AT&T	92/100	\$1,005,696.00	No Bid

FUNDING:

Unrestricted General Fund Matching 12%:	\$ 204,516.00
E-Rate Contribution 88%:	<u>\$ 1,499,784.00</u>
Total Cost:	<u>\$ 1,704,300.00</u>

RECOMMENDATION:

Authorize staff to award contracts for Wide Area Network services Districtwide, under E-Rate for the 2013-14 fiscal year, in the amount of \$1,704,300 for a period not to exceed five years, pursuant to RFP No. 03-13 to Sunesys, Inc., and Zayo, Inc.

MB:jmm


AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Authorization to Award Contract for Installation of Structured Cabling System and Network Equipment to AT&T at Various E-Rate Eligible Sites**

ITEM: **Action**

SUBMITTED BY: **Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations**
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: **Ricardo Enz, Director, Information Technology Center**
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for the installation of structured cabling system and network equipment to AT&T at various E-Rate eligible sites.

RATIONALE:

At its September 25, 2012 meeting, the Board authorized staff to obtain bids for the installation of structured cabling system and network equipment at E-Rate eligible sites. The installation of network equipment at these sites is necessary to allow current District computers to be connected onto the network to provide improved network infrastructure and wireless network access.

It is anticipated that the District will receive 90 percent of the total costs from Schools and Libraries Division (SLD) as E-Rate funding. Measure G funds and unrestricted General funds will be budgeted for 2013-14 fiscal year to cover the District's share of expenses for this agenda item.

Forty-five bidders requested bids, seventeen bidders attended the mandatory bidders' conference and three submitted bids. The award is recommended to the lowest responsive, responsible bidder, AT&T, in the amount of \$29,549,304.04. Vendor selection is in compliance with Board Policy.

Qualified Bidders	Amount
AT&T	\$29,549,304.04
Nexus IS	\$33,398,484.67
Presidio Networked Solutions, Inc.	\$36,640,759.99

FUNDING:

Measure G Bond/Unrestricted General Fund 10%:	\$ 2,954,930.40
E-Rate Contribution 90%:	<u>\$26,594,373.64</u>
Total Cost:	<u>\$29,549,304.04</u>

RECOMMENDATION:

Authorize staff to award a contract for installation of structured cabling system and network equipment at various E-Rate eligible sites, in the amount of \$29,549,304.04, pursuant to Bid No. 05-13 to AT&T.

MBmm


AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Authorization to Award Contract for Avaya Telephone System Maintenance Districtwide to Continuant, Inc., Contingent on E-Rate Funding for 2013-14 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Ricardo Enz, Director, Information Technology Center
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for the Avaya telephone system maintenance Districtwide to Continuant, Inc., contingent on E-Rate funding for the 2013-14 fiscal year.

RATIONALE:

An E-Rate funding year 2013-14 Application Form 470 requesting telecommunication maintenance services was posted on the Schools and Libraries Division (SLD) website, in compliance with guidelines set forth by SLD.

This project will provide for maintenance of the Avaya Telephone System Districtwide. The award of the contract is contingent on Federal Communications Commission (FCC) E-Rate funding. The District has, in the past, been E-Rate funded at 88 percent for these services. Unrestricted General funds will be budgeted for the 2013-14 fiscal year to cover the District's share of expenses for this agenda item.

After completing a review of the proposal received, the award is being recommended to Continuant, Inc., in the amount of \$23,429.52. Vendor selection is in compliance with Board Policy.

FUNDING:

Unrestricted General Fund	12%:	\$ 2,811.54
E-Rate Contribution	88%:	<u>\$20,617.98</u>
Total Cost:		<u>\$23,429.52</u>

RECOMMENDATION:

Authorize staff to award a contract for the Avaya telephone system maintenance Districtwide, contingent on E-Rate funding for the 2013-14 fiscal year, in the amount of \$23,429.52 renewable on a yearly basis, for a period not to exceed three years to Continuant, Inc.

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AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Authorization to Award Contract for Internet Services Districtwide to Orange County Department of Education Contingent on E-Rate Funding for 2013-14 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Ricardo Enz, Director, Information Technology Center
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for internet services Districtwide to Orange County Department of Education (OCDE) contingent, on E-Rate funding for the 2013-14 fiscal year.

RATIONALE:

An E-Rate funding year 2013-14 Application Form 470 requesting telecommunication services and Internet access was posted on the Schools and Libraries Division (SLD) website, in compliance with guidelines set forth by SLD.

This project will provide for internet access Districtwide. Award of the contract is contingent on Federal Communications Commission (FCC) E-Rate funding. The District has, in the past, been E-Rate funded at 88 percent for these services. Unrestricted General funds will be budgeted for the 2013-14 fiscal year to cover the District's share of expenses for this agenda item.

After completing a review of the proposal received, the award is being recommended to OCDE, in the amount of \$78,000.00. Vendor selection is in compliance with Board Policy.

FUNDING:

Unrestricted General Fund	12%:	\$ 9,360.00
E-Rate Contribution	88%:	<u>\$68,640.00</u>
Total Cost:		<u>\$78,000.00</u>

RECOMMENDATION:

Authorize staff to award a contract for internet services Districtwide, contingent on E-Rate funding for 2013-14 fiscal year, in the amount of \$78,000.00 renewable on a yearly basis, for a period not to exceed three years to the Orange County Department of Education.

MBmm


AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Authorization to Award Contract for CiscoBASE Maintenance and Maintenance of Network Equipment and Cabling Districtwide to NIC Partners, Inc., Under E-Rate for 2013-14 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations

PREPARED BY: Ricardo Enz, Director, Information Technology
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for CiscoBASE maintenance and maintenance of network equipment and cabling Districtwide to NIC Partners, Inc., under E-Rate for the 2013-14 fiscal year.

RATIONALE:

At its September 25, 2012 meeting, the Board authorized staff to obtain Request for Proposals (RFP) requesting CiscoBASE maintenance and maintenance of network equipment, and cabling Districtwide under E-Rate. This agreement will ensure that critical network equipment is operational to meet the needs of educational processes and will cover the period of July 1, 2013 through June 30, 2014.

It is anticipated that the District will receive 88 percent of the total maintenance costs from Schools and Libraries Division (SLD) as E-Rate funding. Unrestricted General funds will be budgeted for 2013-14 fiscal year to cover the District's share of expenses for this agenda item.

Twelve companies received proposal packages, and three companies submitted proposals. The award is recommended to NIC Partners, Inc. Vendor selection is in compliance with Board Policy.

Qualified Submitters	RFP Ranking Score	Amount
NexusIS, Inc.	90/100	\$234,578.74
NIC Partners, Inc.	95/100	\$260,832.10
AMS.Net	90/100	\$270,701.66

FUNDING:

Unrestricted General Fund 12%:	\$ 31,299.85
E-Rate Contribution 88%:	<u>\$229,532.25</u>
Total Cost:	<u>\$260,832.10</u>

RECOMMENDATION:

Authorize staff to award a contract for the CiscoBASE maintenance and maintenance of network equipment, and cabling Districtwide, under E-Rate for the 2013-14 fiscal year, in the amount of \$260,832.10, pursuant to RFP No. 06-13, to NIC Partners, Inc.

MB:mm


AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Adoption of Resolution No. 12/13-2950 - Authorizing Award of Contract to SunPower Corporation for Energy Conservation Services at Various School Sites

ITEM: Action

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Tova K. Corman, Senior Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 12/13-2950 to award a contract to SunPower Corporation for energy conservation and energy generation services at various school sites. On May 7, 2012, proposals were requested from pre-qualified architectural firms teamed with a firm that is an expert in design, construction and implementation of photovoltaic systems. Of the four proposals reviewed, SunPower Corporation is recommended by staff as the best candidate to design and construct photovoltaic systems at various school sites in the District.

RATIONALE:

Government Code Section 4217.12(a) authorizes a public agency to enter into an energy conservation services contract if the following conditions are met:

1. The governing board determines it is in the best interest of the public agency.
2. The determination is made at a public hearing during a regularly scheduled Board meeting, with public notice given at least two weeks in advance.
3. The anticipated cost for the energy conservation services provided under the contract will be less than the anticipated electrical cost that would have been consumed in the absence of those purchases.

FUNDING:

Qualified Zone Academy Bonds/Fund 40: \$25,423,027

RECOMMENDATION:

Adopt Resolution No. 12/13-2950 authorizing award of contract to SunPower Corporation for energy conservation services at various school sites.


JD:rb

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RESOLUTION NO. 12/13-2950

**RESOLUTION OF THE BOARD OF EDUCATION OF
THE SANTA ANA UNIFIED SCHOOL DISTRICT**

**RESOLUTION FOR APPROVAL OF
ENERGY CONSERVATION SERVICES CONTRACT IN THE FORM OF AN
CONTRACT FOR DESIGN AND CONSTRUCTION WITH
SUNPOWER CORPORATION SYSTEMS**

WHEREAS, SunPower Corporation Systems, Inc. (“SunPower”) has represented to the Santa Ana Unified School District (“District”) that SunPower has developed certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11 (“Energy Conservation Measures”); and

WHEREAS, SunPower has analyzed the energy needs of the following District school sites:

- (1) Century High School, located at 1401 S. Grand Avenue, Santa Ana, CA 92705
- (2) Douglas MacArthur Fundamental Intermediate School, located at 600 W. Alton Avenue, Santa Ana, CA 92707
- (3) Gerald P. Carr Intermediate, located at 2120 W. Edinger Avenue, Santa Ana, CA 92704
- (4) Jim Thorpe Fundamental Elementary, located at 2450 W. Alton Avenue, Santa Ana, CA 92704
- (5) Martin R. Heninger Elementary School, located at 417 W. Walnut Street, Santa Ana, CA 92701
- (6) McFadden Intermediate, located at 2701 S. Raitt Street, Santa Ana, CA 92704
- (7) Santa Ana High School, located at 520 W. Walnut Street, Santa Ana, CA 92701
- (8) Segerstrom High School, located at 2301 W. MacArthur Boulevard, Santa Ana, CA 92704
- (9) Taft Elementary School, located at 500 W. Keller Avenue, Santa Ana, CA 92707
- (10) Valley High School, located at 1801 S. Greenville Street, Santa Ana, CA 92704

(collectively “School Sites”) and has represented that SunPower’s provision of Energy Conservation Measures to the School Sites will result in a reduction in energy consumption or demand that will result in net cost savings to the District (“Cost Savings”). A copy of an energy cost analysis is attached as **Exhibit “A”** and incorporated herein (“Energy Analysis”); and

WHEREAS, based upon the Energy Analysis and presentation by District staff and its consultants, the cost to the District for SunPower to provide and install the Energy Conservation Measures will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Measures; and

47 **WHEREAS**, Government Code section 4217.12 (a)(1) authorizes a public agency to
48 enter into an energy service agreement with respect to Energy Conservation Measures if the
49 District’s governing board finds that the anticipated cost to the District for the Energy
50 Conservation Measures provided by the energy conservation facility will be less than the
51 anticipated marginal costs to the District of thermal, electrical or other energy that would have
52 been consumed by the District in the absence of such purchases; and

53
54 **WHEREAS**, the District has determined that the District payment to SunPower is
55 anticipated to be offset by below-market energy purchases or other benefits provided under the
56 terms of the energy services contract with SunPower (“Contract”) pursuant to Government Code
57 section 4217.12(a)(2); and

58
59 **WHEREAS**, on this date, pursuant to Government Code section 4217.10 *et seq.*, the
60 governing board of the District held a public hearing with respect to the District entering into the
61 Contract with SunPower. A copy of the form of Contract is attached hereto as **Exhibit “B”** and
62 incorporated herein; and

63
64 **WHEREAS**, the District desires to retain SunPower to provide, install, and maintain the
65 Energy Conservation Measures pursuant to the terms and conditions of the Contract.

66
67 **NOW, THEREFORE**, it is found, determined and resolved by the Governing Board of the
68 District as follows:

- 69
70 1. That the District held a public hearing at a regularly scheduled meeting of the Governing
71 Board.
72
73 2. Based upon reports of staff, reviewed by the Board in connection herewith, and pursuant to
74 Government Code section 4217.12, the Board finds that the anticipated cost to the District for
75 the Energy Conservation Measures provided pursuant to the terms of the Contract will be less
76 than the anticipated marginal costs to the District of thermal, electrical or other energy that
77 would have been consumed by the District in the absence of such purchases, as described in
78 **Exhibits “A” and “B.”**
79
80 3. That the District’s payment to SunPower is anticipated to be offset by below-market energy
81 purchases or other benefits provided under the Contract.
82
83 4. It is in the best interests of the District to enter the Contract pursuant to the terms as indicated
84 in the form of Contract attached as **Exhibit “B,”** subject to minor revisions approved by staff
85 and legal counsel that do not alter or reduce the “best interest” approved in this Resolution.
86
87 5. That the District’s superintendent or her designee is authorized to enter into the Contract
88 pursuant to the terms as indicated in the form of Contract attached as **Exhibit “B,”** subject to
89 minor revisions approved by staff and legal counsel that do not alter or reduce the “best
90 interest” approved in this Resolution and to take all steps and perform all actions necessary to
91 execute and implement that Contract and to take any actions deemed necessary to best
92 protect the interests of the District.

93 **PASSED AND ADOPTED** by the Governing Board of Education the Santa Ana Unified
94 School District, this 12th day of February, 2013, by the following vote:
95

96 AYES:

97 NOES:

98 ABSTAINED:

99 ABSENT:

100

101 **CERTIFICATION**

102
103 I, Audrey Yamagata-Noji, Ph.D, Clerk of the Governing Board of Education of the Santa Ana
104 Unified School District, Orange County, State of California, do hereby certify that the foregoing
105 Resolution was duly approved and adopted by the Board of Education of said district at a
106 meeting thereof held on the 12th day of February, 2013, with a copy of such Resolution being on
107 file in the Administrative Office of said District.
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Audrey Yamagata-Noji, Ph.D.
112 Clerk, Board of Education
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116 Attachments:

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118 Exhibit A – Energy Analysis

119 Exhibit B – Form of Contract

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Exhibit A – Energy Analysis

Solar Energy Projects Phase II - QZAB

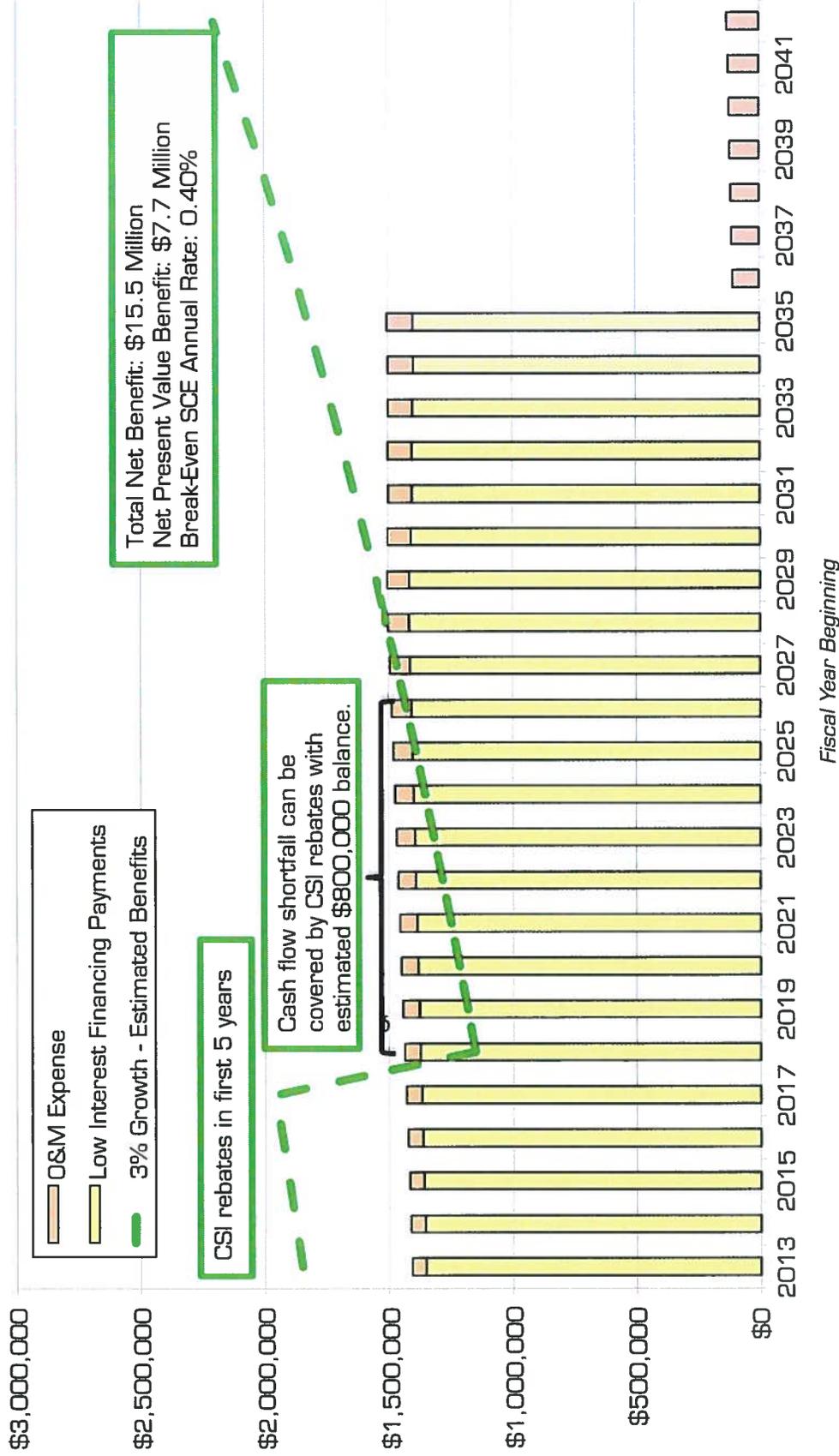
Analysis of Cash Flow

SunPower Revised Scope and Pricing

As of February 2013

Solar Project Estimated Benefit Totals Over \$15 Million Over 30 Years

Project Cash Flow



- Notes:
- Avoided electricity costs are estimated per SunPower and assumed to escalate at 3% annually. CSI Rebates in first 5 years estimated per SunPower.
 - Energy production is estimated over 30 years per SunPower and assumed to decline 0.25% annually.
 - O&M costs estimated per SunPower and assumed to escalate 3% annually.
 - Includes performance guarantee for 20 years paid upfront.
 - QZAB interest rates based on actual rates received on sale date of December 5, 2012.

Santa Ana Unified School District

Solar Project Pro Forma Estimate - 3% SCE Rate Escalation

Fiscal Year	Estimated Energy Generated	3.00% SCE Rate Escalation	Avoided Cost of Electricity Savings	CSI Rebates	Gross Savings	3.00% O&M Expense	Low Interest Financing Payments	Estimated Net Savings	Cumulative Net Savings
2013	6,085,650	\$0.1652	\$1,005,524	\$845,906	\$1,851,430	(\$54,510)	(\$1,354,138)	\$442,782	\$442,782
2014	6,070,436	\$0.1702	\$1,033,101	\$843,791	\$1,876,892	(\$56,146)	(\$1,356,228)	\$464,518	\$907,300
2015	6,055,260	\$0.1753	\$1,061,434	\$841,681	\$1,903,115	(\$57,830)	(\$1,360,603)	\$484,682	\$1,391,983
2016	6,040,122	\$0.1805	\$1,090,544	\$839,577	\$1,930,120	(\$59,555)	(\$1,364,975)	\$505,581	\$1,897,563
2017	6,025,022	\$0.1860	\$1,120,452	\$837,478	\$1,957,930	(\$61,352)	(\$1,369,345)	\$527,233	\$2,424,796
2018	6,009,959	\$0.1915	\$1,151,180	\$0	\$1,151,180	(\$63,192)	(\$1,373,713)	(\$285,725)	\$2,139,072
2019	5,994,934	\$0.1973	\$1,182,751	\$0	\$1,182,751	(\$65,088)	(\$1,378,078)	(\$260,414)	\$1,878,657
2020	5,979,947	\$0.2032	\$1,215,188	\$0	\$1,215,188	(\$67,041)	(\$1,382,440)	(\$234,293)	\$1,644,365
2021	5,964,997	\$0.2093	\$1,248,515	\$0	\$1,248,515	(\$69,052)	(\$1,386,800)	(\$207,337)	\$1,437,027
2022	5,950,084	\$0.2156	\$1,282,755	\$0	\$1,282,755	(\$71,123)	(\$1,391,158)	(\$179,526)	\$1,257,501
2023	5,935,209	\$0.2221	\$1,317,935	\$0	\$1,317,935	(\$73,257)	(\$1,395,513)	(\$150,835)	\$1,106,666
2024	5,920,371	\$0.2287	\$1,354,079	\$0	\$1,354,079	(\$75,455)	(\$1,399,865)	(\$121,241)	\$985,426
2025	5,905,570	\$0.2356	\$1,391,215	\$0	\$1,391,215	(\$77,719)	(\$1,404,215)	(\$90,719)	\$894,707
2026	5,890,806	\$0.2426	\$1,429,369	\$0	\$1,429,369	(\$80,050)	(\$1,408,563)	(\$59,244)	\$835,463
2027	5,876,079	\$0.2499	\$1,468,569	\$0	\$1,468,569	(\$82,452)	(\$1,412,908)	(\$26,790)	\$808,673
2028	5,861,389	\$0.2574	\$1,508,845	\$0	\$1,508,845	(\$84,925)	(\$1,417,250)	\$6,670	\$815,343
2029	5,846,736	\$0.2651	\$1,550,225	\$0	\$1,550,225	(\$87,473)	(\$1,416,690)	\$46,062	\$861,404
2030	5,832,119	\$0.2731	\$1,592,740	\$0	\$1,592,740	(\$90,097)	(\$1,411,050)	\$91,593	\$952,997
2031	5,817,538	\$0.2813	\$1,636,421	\$0	\$1,636,421	(\$92,800)	(\$1,405,370)	\$138,251	\$1,091,248
2032	5,802,995	\$0.2897	\$1,681,299	\$0	\$1,681,299	(\$95,584)	(\$1,404,650)	\$181,065	\$1,272,313
2033	5,788,487	\$0.2984	\$1,727,409	\$0	\$1,727,409	(\$98,452)	(\$1,401,150)	\$227,808	\$1,500,120
2034	5,774,016	\$0.3074	\$1,774,783	\$0	\$1,774,783	(\$101,405)	(\$1,397,550)	\$275,828	\$1,775,949
2035	5,759,581	\$0.3166	\$1,823,457	\$0	\$1,823,457	(\$104,447)	(\$1,398,850)	\$320,159	\$2,096,108
2036	5,745,182	\$0.3261	\$1,873,465	\$0	\$1,873,465	(\$107,581)	\$0	\$1,765,884	\$3,861,992
2037	5,730,819	\$0.3359	\$1,924,845	\$0	\$1,924,845	(\$110,808)	\$0	\$1,814,037	\$5,678,029
2038	5,716,492	\$0.3460	\$1,977,634	\$0	\$1,977,634	(\$114,132)	\$0	\$1,863,501	\$7,539,530
2039	5,702,201	\$0.3563	\$2,031,870	\$0	\$2,031,870	(\$117,556)	\$0	\$1,914,314	\$9,453,844
2040	5,687,945	\$0.3670	\$2,087,594	\$0	\$2,087,594	(\$121,083)	\$0	\$1,966,511	\$11,420,355
2041	5,673,725	\$0.3780	\$2,144,847	\$0	\$2,144,847	(\$124,715)	\$0	\$2,020,131	\$13,440,487
2042	5,659,541	\$0.3894	\$2,203,669	\$0	\$2,203,669	(\$128,457)	\$0	\$2,075,212	\$15,515,699
	176,103,212		\$45,891,711	\$4,208,432	\$50,100,143	(\$2,593,347)	(\$31,991,098)	\$15,515,699	

Net Present Value Savings	\$7,700,929
Break-even SCE Cost Escalation Rate	0.40%

Notes:
 Assumed annual system degradation rate of 0.25%.
 Avoided SCE costs escalate at 3.00% annually.
 Operating and maintenance (O&M) costs escalate at 3.00% annually.
 Performance guarantee for 20 years paid upfront.
 NPV discount/inflation rate assumed to be 3.00%.
 Break-even rate is applied to avoided SCE costs assuming \$0 NPV savings/costs.
 Financing includes proposed project costs, estimated financing costs, and tech./equip. costs.
 First year energy generation, avoided SCE rate, O&M expense, and CSI rebates per SunPower.

Qualified Zone Academy Bond Debt Service Schedule - Direct-Pay Amortized Financing

SunPower Project Cost:	\$25,423,027
Costs of Issuance	\$175,000
Underwriter's Discount	\$394,500
Tech/Equip./Other:	\$4,007,473
Total Financing Amount:	\$30,000,000

Tax Credit Rate:	4.20% (set 12/5/2012)
Estimated Term:	23 years (max of 23 years for Dec 2012)
Closing Date:	12/27/12

QZAB - Final Debt Service Schedule

<i>Date</i>	<i>Principal Component</i>	<i>Gross Interest Rate</i>	<i>Gross Interest Component</i>	<i>Gross Payment</i>	<i>Subsidy Interest Rate</i>	<i>Direct Subsidy Payments</i>	<i>Net Rental Payment</i>	<i>Annual Debt Service</i>
Dec. 27, 2012								
Jun. 1, 2013								
Dec. 1, 2013	\$1,255,000	4.25%	\$1,268,138	\$2,523,138	4.20%	\$1,169,000	\$1,354,138	\$1,354,138
Jun. 1, 2014			\$656,759	\$656,759		\$603,645	\$53,114	
Dec. 1, 2014	\$1,250,000	4.25%	\$656,759	\$1,906,759	4.20%	\$603,645	\$1,303,114	\$1,356,228
Jun. 1, 2015			\$630,196	\$630,196		\$577,395	\$52,801	
Dec. 1, 2015	\$1,255,000	4.25%	\$630,196	\$1,885,196	4.20%	\$577,395	\$1,307,801	\$1,360,603
Jun. 1, 2016			\$603,528	\$603,528		\$551,040	\$52,488	
Dec. 1, 2016	\$1,260,000	4.25%	\$603,528	\$1,863,528	4.20%	\$551,040	\$1,312,488	\$1,364,975
Jun. 1, 2017			\$576,753	\$576,753		\$524,580	\$52,173	
Dec. 1, 2017	\$1,265,000	4.25%	\$576,753	\$1,841,753	4.20%	\$524,580	\$1,317,173	\$1,369,345
Jun. 1, 2018			\$549,871	\$549,871		\$498,015	\$51,856	
Dec. 1, 2018	\$1,270,000	4.25%	\$549,871	\$1,819,871	4.20%	\$498,015	\$1,321,856	\$1,373,713
Jun. 1, 2019			\$522,884	\$522,884		\$471,345	\$51,539	
Dec. 1, 2019	\$1,275,000	4.25%	\$522,884	\$1,797,884	4.20%	\$471,345	\$1,326,539	\$1,378,078
Jun. 1, 2020			\$495,790	\$495,790		\$444,570	\$51,220	
Dec. 1, 2020	\$1,280,000	4.25%	\$495,790	\$1,775,790	4.20%	\$444,570	\$1,331,220	\$1,382,440
Jun. 1, 2021			\$468,590	\$468,590		\$417,690	\$50,900	
Dec. 1, 2021	\$1,285,000	4.25%	\$468,590	\$1,753,590	4.20%	\$417,690	\$1,335,900	\$1,386,800
Jun. 1, 2022			\$441,284	\$441,284		\$390,705	\$50,579	
Dec. 1, 2022	\$1,290,000	4.25%	\$441,284	\$1,731,284	4.20%	\$390,705	\$1,340,579	\$1,391,158
Jun. 1, 2023			\$413,871	\$413,871		\$363,615	\$50,256	
Dec. 1, 2023	\$1,295,000	4.25%	\$413,871	\$1,708,871	4.20%	\$363,615	\$1,345,256	\$1,395,513
Jun. 1, 2024			\$386,353	\$386,353		\$336,420	\$49,933	
Dec. 1, 2024	\$1,300,000	4.25%	\$386,353	\$1,686,353	4.20%	\$336,420	\$1,349,933	\$1,399,865
Jun. 1, 2025			\$358,728	\$358,728		\$309,120	\$49,608	
Dec. 1, 2025	\$1,305,000	4.25%	\$358,728	\$1,663,728	4.20%	\$309,120	\$1,354,608	\$1,404,215
Jun. 1, 2026			\$330,996	\$330,996		\$281,715	\$49,281	
Dec. 1, 2026	\$1,310,000	4.25%	\$330,996	\$1,640,996	4.20%	\$281,715	\$1,359,281	\$1,408,563
Jun. 1, 2027			\$303,159	\$303,159		\$254,205	\$48,954	
Dec. 1, 2027	\$1,315,000	4.25%	\$303,159	\$1,618,159	4.20%	\$254,205	\$1,363,954	\$1,412,908
Jun. 1, 2028			\$275,215	\$275,215		\$226,590	\$48,625	
Dec. 1, 2028	\$1,320,000	5.00%	\$275,215	\$1,595,215	4.20%	\$226,590	\$1,368,625	\$1,417,250
Jun. 1, 2029			\$242,215	\$242,215		\$198,870	\$43,345	
Dec. 1, 2029	\$1,330,000	5.00%	\$242,215	\$1,572,215	4.20%	\$198,870	\$1,373,345	\$1,416,690
Jun. 1, 2030			\$208,965	\$208,965		\$170,940	\$38,025	
Dec. 1, 2030	\$1,335,000	5.00%	\$208,965	\$1,543,965	4.20%	\$170,940	\$1,373,025	\$1,411,050
Jun. 1, 2031			\$175,590	\$175,590		\$142,905	\$32,685	
Dec. 1, 2031	\$1,340,000	5.00%	\$175,590	\$1,515,590	4.20%	\$142,905	\$1,372,685	\$1,405,370
Jun. 1, 2032			\$142,090	\$142,090		\$114,765	\$27,325	
Dec. 1, 2032	\$1,350,000	5.20%	\$142,090	\$1,492,090	4.20%	\$114,765	\$1,377,325	\$1,404,650
Jun. 1, 2033			\$106,990	\$106,990		\$86,415	\$20,575	
Dec. 1, 2033	\$1,360,000	5.20%	\$106,990	\$1,466,990	4.20%	\$86,415	\$1,380,575	\$1,401,150
Jun. 1, 2034			\$71,630	\$71,630		\$57,855	\$13,775	
Dec. 1, 2034	\$1,370,000	5.20%	\$71,630	\$1,441,630	4.20%	\$57,855	\$1,383,775	\$1,397,550
Jun. 1, 2035			\$36,010	\$36,010		\$29,085	\$6,925	
Dec. 1, 2035	\$1,385,000	5.20%	\$36,010	\$1,421,010	4.20%	\$29,085	\$1,391,925	\$1,398,850
	\$30,000,000		\$17,263,068	\$47,263,068		\$15,271,970	\$31,991,098	\$31,991,098

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Exhibit B – Form of Contract

CONTRACT FOR DESIGN AND CONSTRUCTION
(GOVERNMENT CODE § 4217.10 ET SEQ.)

THIS CONTRACT is entered into and effective _____, 2013 ("Contract" or "Agreement"), by and between **SunPower Corporation, Systems** ("Designer/Builder") and **Santa Ana Unified School District** ("District" or "Customer"). Designer/Builder and District may be referred to herein individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, District owns and/or operates certain public facilities specifically described as:

- (1) Century High School, located at 1401 S. Grand Avenue, Santa Ana, CA 92705
- (2) Douglas MacArthur Fundamental Intermediate School, located at 600 W. Alton Avenue, Santa Ana, CA 92707
- (3) Gerald P. Carr Intermediate, located at 2120 W. Edinger Avenue, Santa Ana, CA 92704
- (4) Jim Thorpe Fundamental Elementary, located at 2450 W. Alton Avenue, Santa Ana, CA 92704
- (5) Martin R. Heninger Elementary School, located at 417 W. Walnut Street, Santa Ana, CA 92701
- (6) McFadden Intermediate, located at 2701 S. Raitt Street, Santa Ana, CA 92704
- (7) Santa Ana High School, located at 520 W. Walnut Street, Santa Ana, CA 92701
- (8) Segerstrom High School, located at 2301 W. MacArthur Boulevard, Santa Ana, CA 92704
- (9) Taft Elementary School, located at 500 W. Keller Avenue, Santa Ana, CA 92707
- (10) Valley High School, located at 1801 S. Greenville Street, Santa Ana, CA 92704

("Facilities" or "School Sites" or "Sites" or "Premises") and District wants to reduce its Facilities' energy costs and improve the Facilities' energy quality/reliability by contracting to procure and implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, Designer/Builder is a full-service energy services company with the technical capabilities to provide services to the District including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair; and

WHEREAS, As part of its response to the District's Request for Qualifications and Request for Proposals, the Designer/Builder provided a comprehensive energy analysis ("CEA") and recommended an energy plan to implement certain Energy Conservation Measures in the form of solar panels, monitoring systems, and tracking devices ("ECM's"). The CEA identified potential energy and operational savings opportunities at the identified District's Facilities and identified estimated program costs to implement the recommended ECM's and presented an overall potential energy cost and consumption savings of implementing the ECM recommendations.

WHEREAS, District desires that Designer/Builder design, install, maintain and operate, and Designer/Builder desires to design, install, maintain and operate solar systems to be located on the School Sites;

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

AGREEMENT

1. The Designer/Builder shall furnish the Services or Work described herein to the District for a maximum not to exceed the total price of the following amounts. District shall pay Designer/Builder for all Services contracted for under this Contract:

SCOPE OF WORK	COST
Capital Charges	
Solar PV Work at All School Sites	\$20,083,726
Allowance –	\$3,575,400
Twenty Year Output Guarantee – Per Separate Agreement (Exhibit “H”)	\$299,160
Capital Charges Subtotal	\$23,958,286
Service Charges (paid annually)	
Twenty-Year Operations and Maintenance – Per Separate Agreement (Exhibit “B”)	\$1,464,741
TOTAL FOR CAPITAL AND SERVICE CHARGES	\$25,423,027

(“Contract Price”). The Contract Price shall be Designer/Builder’s total compensation to perform the following services (“Services” or “Work”):

The assessment, engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems with Expected Energy Production of Five Million Eight Hundred Fourteen Thousand Eight Hundred Sixty-Six kilowatt-hours (5,814,866 kWh) of energy in year one of system operation, produced through the following systems:

Site	System Size (kW DC)	System Type (e.g., Roof-Top, Parking, etc.)	Expected 1 st year PV Output (kWh) (“Expected Energy”)
Century High School	476.11	Parking	788,022
Douglas MacArthur Fundamental Intermediate	115.10	Parking	187,448
Gerald P. Carr Intermediate	531.050	Parking and Shade	866,102
Jim Thorpe Fundamental Elementary School	214.512	Parking	339,263
Martin R. Heninger Elementary School	128.18	Parking	198,748
McFadden Intermediate	366.240	Parking and Shade	578,295
Santa Ana High School	384.550	Parking	598,631
Segerstrom High School	805.728	Parking	1,227,848
Taft Elementary School	290.376	Parking and Shade	476,724
Valley High School	523.200	Rooftop	824,569

TOTAL	3,835.05		6,085,650
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A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in this Contract and Exhibits ("Project").

2. Work shall be completed within the time specified in **Exhibit C** ("Contract Time") from the date specified in the District's Notice(s) to Proceed, as indicated in the Schedule in **Exhibit "C,"** attached hereto and incorporated herein by this reference. Designer/Builder agrees that if the Work is not completed within the Contract Time and/or pursuant to the Project schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including the Schedule in **Exhibit "C,"** it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Designer/Builder shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$1,000.00)** per MWdc per day for each and every calendar day of delay beyond the date of the "Designer/Builder Requests Permission to Operate Letter From Utility" specified in **Exhibit "C"** for each Site. *(For example, if Designer/Builder requests "Permission to operate letter(s)" for all but the Santa Ana High School and Taft Elementary School sites, the total liquidated damages amount during that time that these two (2) sites are not operating shall be \$510.12 per calendar day (\$384.44 + \$125.57)* These liquidated damages apply only to the Construction portion of this Contract and not to the Operations & Maintenance Agreement, as described in **Exhibit "B,"** or the Agreement for Output Guarantee, as described in **Exhibit "H."**
3. Designer/Builder shall prepare a detailed schedule of values for all of the Work that must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the District prior to it being used as a basis for payment.
4. The Designer/Builder shall not commence the Work under this Contract until the Designer/Builder has submitted and the District has approved the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice(s) to Proceed. The Designer/Builder shall not commence the procurement, installation, and construction portions of the Work under this Contract until the Designer/Builder has submitted and the District has approved the performance bond and the payment (labor and material) bond(s) for the scope of Work indicated in each Notice(s) to Proceed.
5. The District is performing its compliance with the California Environmental Quality Act ("CEQA") and will utilize funding from the Qualified Zone Academy Bonds (QZAB) program to fund the Project. It is a condition precedent to the District's obligation to make any payments under this Contract that the District's Board of Education approves the Project under CEQA and/or exempts the Project from CEQA and that the District receives funding through the QZAB program. The District's issuance of Notice(s) to Proceed shall be conditioned upon satisfaction of this aforementioned conditions precedent. See **Exhibit "C"** for information regarding the Project's Schedule and the intended timing of the District's issuance of a Notice(s) to Proceed. The Parties acknowledge that Designer/Builder is not obligated to commence Work under a Notice(s) to Proceed unless and until the above two conditions precedent to the District's obligations have been satisfied or waived.
6. This Contract incorporates by this reference the Terms and Conditions attached hereto. The Designer/Builder, by executing this Contract, agrees to comply with all the Terms and Conditions.
7. The Contract includes only the following documents, as indicated ("Contract Documents"):

 X Terms and Conditions to Contract X **Exhibit "A" (Scope of Work)**

<u> X </u> Non-Collusion Affidavit	<u> X </u> Exhibit "B" (Operations & Maintenance ("O&M") Agreement)
<u> X </u> Prevailing Wage Certification	
<u> X </u> Workers' Compensation Certification	<u> X </u> Exhibit "C" (Schedule)
<u> X </u> Criminal Background Investigation Certification	<u> X </u> Exhibit "D" (Contract Price Breakdown Payment Schedule)
<u> X </u> Drug-Free Workplace / Tobacco-Free Environment Certification	<u> X </u> Exhibit "E" (Schedule of Values)
<u> X </u> Asbestos & Other Hazardous Materials Certification	<u> X </u> Exhibit "F" (District's Rules and Regulations)
<u> X </u> Lead-Product(s) Certification	<u> X </u> Exhibit "G" (List of Plans, Specifications and Drawings for School Sites)
<u> X </u> Roofing Contract Financial Interest Certification	
<u> X </u> Iran Contracting Act Certification	<u> X </u> Exhibit "H" (Agreement for Output Guarantee and Parameters and Energy Output Data for School Sites)
<u> X </u> Insurance Certificates and Endorsements	
<u> X </u> Performance Bond (District's Form)	
<u> X </u> Payment Bond (District's Form)	<u> X </u> Exhibit "I" (Warranties)
<u> X </u> Plans (See Exhibit "G" for List of Plans and Specifications)	<u> X </u> Exhibit "J" (Academy Program)
	<u> X </u> Exhibit "K" (Additional Contract Documents)
<u> X </u> Work Specifications (See Exhibit "G" for List of Plans and Specifications)	<u> X </u> Exhibit "L" (Davis Bacon Wage Information)

Interpretation of Contract Documents: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Plans, Specifications and Drawings, shall be resolved by giving precedence in the following order:

- District-approved modifications, beginning with the most recent (if any);
- The base Contract's provisions (through Section 15);
- The Terms and Conditions to Contract;
- The Additional Contract Documents;
- Figured dimensions;
- Large-scale drawings;
- Small-scale drawings.

8. Designer/Builder hereby acknowledges that the Division of the State Architect ("DSA") and the District's DSA Project Inspector(s) ("Inspector" or "IOR") have authority to approve and/or stop Work if the Designer/Builder's Work does not comply with the requirements of the Contract, Title 24 of the California Code of Regulations, and all applicable laws. The Designer/Builder shall be liable for any delay caused and extra work required by its non-compliant Work. Designer/Builder shall not be liable for delay caused solely by the District.
9. Designer/Builder shall subcontract with the following architectural firms as the Architect(s) of Record for the project:
 - a. NTD Architecture (NTD) and
 - b. PJHM Architects (PJHM);
10. Inspection and acceptance of the Work shall be performed by:
 - a. The District's Project Inspector with whom the District will contract at or prior to the District issuing a Notice(s) to Proceed to Designer/Builder;

b. The Assistant Superintendent of the District, and/or his/her designee.

11. Designer/Builder recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Designer/Builder Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. The District shall provide forty-eight (48) hours notice to Designer/Builder if District designates a different construction manager. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Contract may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
12. Unless otherwise indicated herein for a longer period of time, the Designer/Builder shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
13. The following individuals are the Designer/Builder's key personnel, none of which can be replaced unless approved by the District per the requirements of the provisions indicated herein:

Project Development and Team Leader	Nathan Griset
Project Manager and Team Leader for Project Execution	Jaime Gould
Project Management	Samuel Pratt
Project Design	Deepa Ananthakrishnan
Project Design	Ross Heiman
Project Design and Site Audit	Thang Le
Electrical Engineering	Annie Young
Structural Engineering	Jun Lee
Construction Management	Ian Nixon
Performance Engineering	Ben Bourne

14. By signing this Contract, Designer/Builder certifies, under penalty of perjury, that all the information provided in the Contract is true, complete, and correct, to the best of its knowledge.
15. Information regarding Designer/Builder:

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation
 Limited Liability Company
 Other: _____

<p>_____ Employer Identification and/or Social Security Number NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.</p>

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Santa Ana Unified School District

Signature: _____

Print Name: Joe Dixon

Print Title: Assistant Superintendent,
Facilities & Government Relations

Address: 1601 East Chestnut Avenue,
Santa Ana, CA 92701

Telephone: (714) 480-5356

Facsimile: (714) 480-5373

E-Mail: joe.dixon@sausd.us

Dated: _____, 20__

SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Print Title: Vice President, Utility & Commercial
Americas

Cal. Contractor License No.: 890895

Structural Engineer License: _____

Address: 1414 Harbour Way South

Richmond, CA 94804

Telephone: (415) 385-5755

Facsimile: (510) 540-0552

E-Mail: jeffrey.dasovich@sunpowercorp.com

Notice. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed to the above individuals. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE(S) TO PROCEED:** Designer/Builder shall not commence any Work at any site until it receives Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project, as indicated in **Exhibit "C,"** and shall utilize the attached form with that forms requirements.
2. **SITE EXAMINATION:** After the Designer/Builder has performed its Design Development services and prior to the District issuing a Notice to Proceed, Designer/Builder will provide a certification that states that it has examined the Site and will accept all measurements, specifications and conditions affecting the Work to be performed at the Site as set forth in the Notice to Proceed. By executing the certification, Designer/Builder will warrant that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Designer/Builder's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site that could and should have been discovered through diligent investigation. Notwithstanding the aforementioned, should the Designer/Builder discover any latent or unknown conditions, which will materially affect the performance of the Work hereunder, Designer/Builder shall immediately inform the District of such fact in writing and shall not proceed until written instructions are received from the District.
3. **EQUIPMENT AND LABOR:** The Designer/Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services herein described, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Designer/Builder for any Service or Work under this Contract shall be subject to the approval of the District, which shall not be unreasonably withheld. Designer/Builder agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond and warranty requirements. If Designer/Builder shall subcontract any part of this Contract, Designer/Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the District.
 - 4.1. **Subcontractor Bonding.** In addition to furnishing its own bonds, Designer/Builder shall require all of its **first-tier** subcontractors whose total subcontract(s) with Designer/Builder on the Project exceed **one hundred thousand dollars (\$100,000)** to furnish:
 - 4.1.1. A Payment Bond in an amount equal to one hundred percent (100%) of its subcontract(s) price(s) with Designer/Builder as security for payment to persons performing labor and furnishing materials in connection with its subcontract(s) with Designer/Builder, and
 - 4.1.2. A separate Faithful Performance Bond in an amount equal to one hundred percent (100%) of its subcontract(s) price with Designer/Builder as security for faithful performance of its subcontract(s) with Designer/Builder.
 - 4.1.3. All Subcontractor bonds shall:
 - 4.1.3.1. List the Designer/Builder and the District as obligees.
 - 4.1.3.2. Be provided to the District prior to any work being performed by that Subcontractor(s).
 - 4.1.3.3. Be treated in the same manner as Designer/Builder's bonds,
 - 4.1.4. All costs of Subcontractor bonds shall be included in Designer/Builder's Contract Price.
5. **TERMINATION / SUSPENSION:**
 - 5.1. If Designer/Builder fails to perform Designer/Builder's material duties as required by this Contract, or if Designer/Builder fails to fulfill in a timely and professional manner Designer/Builder's material obligations under this Contract, or if Designer/Builder shall violate any of the material terms or provisions of this Contract, and any such failure is not excused by the terms of this Contract, the

District shall have the right to terminate this Contract, in whole or in part, unless such failures and violations are caused by the District, effective immediately upon the District giving fourteen (14) days written notice thereof to the Designer/Builder, during which time the Designer/Builder may attempt to correct such failures and violations to the District's reasonable satisfaction. In the event of a termination pursuant to this subdivision, Designer/Builder may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Designer/Builder's actions, errors, or omissions that caused the District to terminate the Designer/Builder. The District may, at its discretion, provide the Designer/Builder time to cure its default or breach.

- 5.2. District shall have the right in its sole discretion to terminate the Contract, in whole or in part, for its own convenience. In the event of a termination for convenience, Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for recoverable costs for Work performed until the date of termination, reasonable demobilization costs, and rental costs for equipment that Designer/Builder cannot mitigate with diligent efforts. In the event that District terminates this Contract as provided in this subsection and there are no known potential claims related to Designer/Builder's Work, District shall, within fourteen (14) Days after the date of termination, release the Performance and Payment Bonds, although the Surety on Performance and Payment Bonds shall remain liable as indicated herein for all Designer/Builder's Work performed until the date of termination.
 - 5.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
 - 5.4. The Designer/Builder has the right to terminate this Contract if the District does not fulfill its material obligations under this Contract. Such termination shall be effective upon fifteen (15) days written notice to the District. Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Designer/Builder's notice of termination.
 - 5.5. The District has the right to suspend, in whole or in part, the Project. If the District suspends the Project for more than sixty (60) cumulative days, the Designer/Builder shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the Project Schedule shall be adjusted and the Designer/Builder's compensation shall be equitably adjusted to provide for expenses incurred associated with the suspension and in the resumption of the Designer/Builder's Services. If the District suspends the Project for more than two (2) years, the Designer/Builder may terminate this Agreement by giving written notice.
6. **SAFETY AND SECURITY:** Designer/Builder is responsible for maintaining safety in the performance of this Contract. Designer/Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present, as per **Exhibit "F."** In the event that the aforementioned rules conflict with the terms of this Contract, the terms of this Contract shall prevail.
7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and Designer/Builder. Designer/Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Designer/Builder also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Designer/Builder or a subcontractor. In addition to any other information requested, Designer/Builder shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Designer/Builder fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. The

maximum mark-up by Designer/Builder for subcontractor work shall be Ten Percent (10%) on subcontractor labor and Five Percent (5%) for materials and One And One Half Percent (1.5%) for bonds and insurance.

8. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Designer/Builder must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Designer/Builder shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Designer/Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (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. The District 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 Designer/Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Designer/Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Designer/Builder's cost of, or time required for, performance of any part of the work, the Designer/Builder shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Designer/Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the Parties.
10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Designer/Builder must execute the Lead-Based Paint Certification, if applicable.
11. **WORKERS:** Designer/Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Designer/Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **CORRECTION OF ERRORS:** Designer/Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Designer/Builder's failure to comply with the Contract requirements and the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the approved final design shall be made without the prior written approval of the District, which shall not be unreasonably withheld.
14. **DESIGNER/BUILDER SUPERVISION:** Designer/Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises by the Designer/Builder. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District shall provide all required access to the Premises to Designer/Builder. District representatives shall have access to the Work wherever it is in preparation or in progress. Designer/Builder shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** The Designer/Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, and barriers, for

protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Designer/Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

- 18. OTHER CONTRACTS/CONTRACTORS:** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Designer/Builder shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Designer/Builder's Work with the work of other contractors. In addition to Designer/Builder's obligation to protect its own Work, Designer/Builder shall protect the work of any other contractor that Designer/Builder encounters while working on the Project. Nothing herein contained shall be interpreted as granting to Designer/Builder exclusive occupancy of the Site, the Premises, or of the Project. Designer/Builder shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Designer/Builder's Contract, Designer/Builder shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.
- 19. ASSIGNMENT OF CONTRACT:** The Designer/Builder shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District. This provision shall not limit the Designer/Builder's right to subcontract portions of its Work to other entities and assign this Contract and all related contracts without the consent of the District (i) to direct affiliate of Designer/Builder; (ii) to an entity that is controlled by, controls, or is under common control with Designer/Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.
- 20. COMPLETION:**
- 20.1. **Walk-Through as Prerequisite to Determination of Completion.** When the Designer/Builder believes that the Work is complete except for minor corrective items, it shall so notify the District. Promptly thereafter, the District shall schedule a final walk-through of the Project by the Designer/Builder, the District, the Inspector and the District to determine whether and to what extent the Work is complete. Any erroneous claims of completion by the Designer/Builder resulting in a premature walk-through shall be at the Designer/Builder's sole cost and expense, and the District shall be entitled to reduce its payments to the Designer/Builder under the Contract by an amount equal to any costs incurred by the District due to the erroneous claims by the Designer/Builder that the Project is complete. Minor corrective (or "punch-list") items shall be identified in the final walk-through of the Project. Notwithstanding the provisions listed prior, the District shall accept as complete the different scope of work as each is completed, at different dates, as opposed to waiting for the entire Work to be completed prior to issuance of its Acceptance of Work.
- 20.2. **District's Acceptance of Work.** The District, in its sole discretion, may either (a) accept the Work as complete notwithstanding the need to complete minor corrective items (as distinguished from incomplete items), if the Work has otherwise been completed to the satisfaction of the District and the Inspector, or (b) refrain from accepting the Work as complete until the entire Work and all portions thereof, including all punch-list items, have been completed to the satisfaction of the District and the Inspector. The Work shall only be accepted as complete by an action of the District's School Board ("Completion").
- 20.3. **Notice of Completion.** Once the District has accepted the Work as indicated herein, the District shall thereafter cause a Notice of Completion to be recorded in the County Recorder's Office.
- 20.4. **Designer/Builder's Failure to Correct Punch-List Items.** If the Designer/Builder fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the District shall withhold from the final payment owing to the

Designer/Builder under the Contract an amount equal to 150% the estimated cost, as determined by the District, of each item until such time as the item is completed.

20.5. **Time Is Of The Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

21. **BENEFICIAL USE:** District reserves the right to receive beneficial use of the Work before formal Contract completion and upon receipt of Permission to Operate Letter and/or Permission to Interconnect from SCE. Beneficial use shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall beneficial use extend the date specified for Completion of the Work. The Parties may mutually agree that the date that the Generating Facilities begin producing power can be deemed the date of the Permission to Operate Letter and/or Permission to Interconnect from SCE for sake of the Output Guarantee.

22. **FORCE MAJEURE CLAUSE:**

22.1. The term "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; epidemics, landslides, volcanic activity, terrorism, strike; loss or shortage of transportation facilities; lock-out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquake; tornado; severe storm; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid).

22.2. Neither party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of all best efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure event, the party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the party claiming a Force Majeure event.

22.3. Designer/Builder is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Designer/Builder -prepared drawings or approve a proposed installation. Designer/Builder has included in the Project Schedule, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Designer/Builder is not entitled to make a claim for damages or delays arising from the review of Designer/Builder's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies, unless the time of that review is drastically in excess of normal time for such a review, which the District shall reasonably determine.

23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Designer/Builder shall defend, indemnify, and hold harmless the District, its trustees, members, agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract to the extent the claims are caused by the negligence, recklessness, or willful misconduct of Designer/Builder. The District shall have the right to accept or reject any legal representation that Designer/Builder proposes to defend the District. However, such acceptance shall not be unreasonably withheld. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by

Designer/Builder to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract in strict accordance with their terms, and without limitation, any stop notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

24. PAYMENT:

- 24.1. On a monthly basis, Designer/Builder shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment") and consistent with the information in **Exhibit "D."** Within thirty (30) days after District's receipt of the Application for Payment, Designer/Builder shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (Assuming the value of the Work performed is verified by Inspector and certified by Designer/Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Designer/Builder's obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized deviations from the Contract; (8) failure of the Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Designer/Builder is liable under the Contract; and (11) any other sums which the District is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain **five percent (5%) from all amounts owing as retention**. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200, 7201 and 9200, et seq. The District may, at its discretion, reduce the retention and/or file a partial notice of completion for one site.
- 24.2. Payment for material stored on or off the School Sites is allowed at the sole discretion of the District. If allowed, proof of off-site material purchases (invoices and checks and/or bills of lading) and appropriate insurance coverage will be required. The Designer/Builder shall furnish to the District written consent from the Surety approving the advanced payment for materials stored off site. The maximum prepayment allowed by the District shall be one hundred (100%) percent of the actual value of the item being considered, less retention as indicated above. The District shall be the sole judge of fair market value, which shall be reasonably determined. The Designer/Builder shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.
- 24.3. For its Application for Payment to be due, owing and payable, the Designer/Builder must submit an updated Project Schedule with its Application for Payment.

25. PERMITS, APPROVALS, AND LICENSES:

- 25.1. The Designer/Builder and all of its employees, agents, and subcontractors shall secure and maintain in force, at Designer/Builder's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
- 25.2. Designer/Builder is responsible for obtaining on behalf of the District and at Designer/Builder's expense, permits and approvals (including DSA approval), required for the building, installation, and start-up of the Work hereunder which are required to complete the Project.
- 25.3. District will cooperate fully with and assist Designer/Builder's obtaining all permits and approvals required under this Contract.

- 25.4. The District shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable. District represents that there are no existing approvals or other DSA actions required from previous projects that may impact DSA's approval of Designer/Builder's design.
- 26. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Designer/Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Designer/Builder shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Designer/Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 27. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person, and therefore the Designer/Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Designer/Builder agrees to require like compliance by all its subcontractor(s).
- 28. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Designer/Builder must submit, with its executed Contract, appropriate documentation to the District identifying the steps Designer/Builder has taken to solicit DVBE participation in conjunction with this Contract.
- 29. PAYMENT BOND AND PERFORMANCE BOND:** The Designer/Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. All performance bond liability will cease one (1) year from the completion date of the work of this Contract. The balance of any warranty or guarantee beyond one year required by District shall continue to be guaranteed solely by Designer/Builder. The payment bond liability will cease at the termination of any time required by law. Notwithstanding anything to the contrary in the Contract, the Payment (Labor and Material) Bond and the Performance Bond are not applicable to the Agreement for Output Guarantee, the Services pursuant to the O&M Agreement or the warranties indicated this Contract, except for the one-year "WARRANTY/QUALITY" indicated below. If approved by the District, the amount and number of a Payment (Labor and Material) Bond and a Performance Bond may be equal to the portion of the Contract Price authorized by a Notice to Proceed and/or Project Addendum.
- 30. DESIGNER/BUILDER'S INSURANCE:** Designer/Builder has in force, and during the term of this Contract shall maintain in force with the minimum indicated limits, the following insurance. All policies shall contain waivers of subrogation against the District. All of Designer/Builder's insurance shall be with **admitted** insurance companies with an A.M. Best rating of no less than **A: VII**.
- 30.1. **Commercial General Liability Insurance.** Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard:
- \$1,000,000 per occurrence for Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate - other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury

- \$500,000 Fire Damage
- 30.2. **Automobile Liability.** Coverage to be written on an occurrence form. Coverage for any auto, including all owned, hired and non-owned vehicles: combined single limit of \$1,000,000;
- 30.3. **Excess Liability Insurance.** Coverage to be written on an occurrence form. Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability, Auto Liability and Professional Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability:
- \$25,000,000 each occurrence
 - \$25,000,000 aggregate
- 30.4. **Professional Liability insurance (Errors & Omissions).** Coverage to be written on an occurrence-made form:
- \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- 30.5. **Workers Compensation:** Statutory limits; and
- 30.6. **Employers' Liability:** \$1,000,000.
- Bodily Injury by accident \$1,000,000 each accident
 - Bodily Injury by disease \$1,000,000 each employee
 - Bodily Injury by disease \$1,000,000 policy limit

Commercial General Liability, Automobile Liability, Workers Compensation, and Employer's Liability limits may be reached through a combination of primary and umbrella/excess policies. The Designer/Builder shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be cancelled without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance and professional liability insurance, the District, shall be named as an additional insured on all policies. The Designer/Builder's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Designer/Builder shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Designer/Builder of the subcontractor, or agent has been obtained.

- 31. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, the Designer/Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from date when District achieves Beneficial Use.
- 32. CONFIDENTIALITY:** To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that the Parties encounter during the Project and/or pursuant to the Contract. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 33. CONFLICT OF INTEREST:** Designer/Builder understands that its professional responsibility is solely to the District. Designer/Builder warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Contract, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.
- 34. COMPLIANCE WITH LAWS:** Designer/Builder shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Designer/Builder observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Designer/Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Designer/Builder's receipt of a written termination notice

from the District. If Designer/Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Designer/Builder shall bear all costs arising therefrom.

35. DISTRICT'S RIGHT TO AUDIT: District retains the right to review and audit, and the reasonable right of access to Designer/Builder's and any sub-consultant's premises to review and audit the Designer/Builder's compliance with the provisions of this Contract ("District's Right"). The District's Right includes, at District's sole cost, the right to inspect, photocopy, and to retain copies, outside of the Designer/Builder's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law and return all confidential and proprietary information after the audit has been completed.

35.1. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Designer/Builder is in compliance with all requirements of this Contract.

35.2. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

35.3. The Designer/Builder shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Designer/Builder shall make available to the District for review and audit, all Project-related accounting records and documents, and any other financial data. Upon District's request, the Designer/Builder shall submit exact duplicates of originals of all requested records to the District.

35.4. The Designer/Builder shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subconsultants.

35.5. The Designer/Builder shall retain all Project-related records and other information with appropriate safeguards during the Term of this Contract and for a minimum of five (5) years thereafter.

Designer/Builder shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Designer/Builder's Project-related records and information.

36. DISPUTES: In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Designer/Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

36.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.

36.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Designer/Builder submission of the request for final payment.

36.3. Prior to Designer/Builder's initiation of any litigation or proceeding to recover any money damages under this Contract, Design/Builder must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.

37. LABOR CODE AND OTHER LABOR/WORKFORCE REQUIREMENTS: The Designer/Builder shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without

limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Designer/Builder and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Designer/Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 37.1. **Certified Payroll Records:** Designer/Builder and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
- 37.2. **Labor Compliance Program:** Designer/Builder specifically acknowledges and understands that if the District and/or its designee or the California Department of Industrial Relation's Compliance Monitoring Unit, operates a labor compliance program on this Project ("LCP"), that the Designer/Builder shall perform the Work of the Project while complying with all the applicable provisions of the LCP.
38. **ANTI-TRUST CLAIM:** Designer/Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Designer/Builder, without further acknowledgment by the Parties.
39. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
40. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
41. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
44. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.
45. **OWNERSHIP OF CERTAIN PROPRIETARY PROPERTY RIGHTS:** District shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Designer/Builder shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair the equipment in a manner that will yield maximum energy production and/or energy consumption reductions.
46. **OWNERSHIP OF ANY EXISTING EQUIPMENT:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Designer/Builder pursuant to this Contract. If applicable, Designer/Builder shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Designer/Builder' notice, designate

in writing to Designer/Builder which replaced equipment and materials that should not be disposed of off-site by Designer/Builder (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Designer/Builder shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Designer/Builder shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

- 47. UTILITY WORK:** District expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Designer/Builder to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between District and the Utility. Designer/Builder shall prepare all Interconnection Facilities documentation, and collect all Interconnection Facilities information in a time frame to ensure maximum benefit to the District and to comply with all requirements. Designer Builder shall also cooperate and assist the District in facilitating the Interconnection Facilities work.
- 48. ENERGY CREDITS:** District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the any facilities installed on the Project ("Generating Facilities"). This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:
- 48.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under the California Solar Initiative or other incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the Generating Facilities or the energy produced from the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities.
 - 48.2. All rights and interests in performance based incentive payments to be made under the California Solar Initiative.
 - 48.3. All reporting rights and the exclusive rights to claim that the District is responsible for the delivery of the energy from the Generating Facilities.
 - 48.4. The District is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the energy and the delivery thereof to each Energy Delivery Point.
 - 48.5. The District is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.
 - 48.6. District shall be the owner of and shall be entitled to all: (i) carbon reduction tonnes as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government; and (ii) "renewable energy credits," as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code, associated with the Generating Facilities, and Designer/Builder shall take such steps as District shall reasonably request to confirm District's ownership of such renewable energy credits.
 - 48.7. Design/Builder is not responsible for compliance, certification, reporting, or other requirements associated with the sale, ownership, rights, or certifications for these energy credits, but

- Design/Builder will provide reasonable advice and consultation to the District as requested.
- 48.8. Design/Builder will use commercially reasonable efforts so that the data collection of the system will be sufficient to take advantage of the energy credit market.

Rebate Programs. On behalf of the District, Designer/Builder shall prepare and submit to the applicable agencies all applications and documentation necessary for all available energy production and/or energy efficiency rebate(s), incentive(s), and/or loan program(s) ("Incentive Funds"). This shall include actions necessary to ensure compliance with the Utility's (currently SCE) net metering program and all interconnection agreements and related documents for the District's participation and utilization of the benefits of that program. While Designer/Builder has extensive experience in assisting Districts with procuring Incentive Funds for school districts, Designer/Builder does not guarantee that these Incentive Funds will be received by the District. Procurement, or lack thereof, of these Incentive Funds will not alter the Contract Amount of this Contract, or payment timeline associated with standard progress invoicing and payments.

49. RESPONSIBILITIES OF THE DISTRICT

- 49.1. The District shall examine the documents submitted by the Designer/Builder and shall render decisions so as to avoid unreasonable delay in the process of the Designer/Builder's Services.
- 49.2. The District shall verbally or in writing advise the Designer/Builder if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Designer/Builder's documents. Failure to provide such notice shall not relieve Designer/Builder of its responsibility therefore, if any.
- 49.3. Unless the District and the Designer/Builder agree that a hazardous materials consultant shall be a consultant of the Designer/Builder, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Designer/Builder and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Designer/Builder. If the hazardous materials consultant is furnished by the District and not a consultant of the Designer/Builder, the specifications shall include a note to the effect that they are included in the Designer/Builder's bid documents for the District's convenience and have not been prepared or reviewed by the Designer/Builder. The note shall also direct questions about the specifications to its preparer.
- 49.4. District personnel and/or its designated representatives shall coordinate with Designer/Builder as may be requested and desirable for the coordination or management of work related to the Project.
- 49.5. The District shall provide to the Designer/Builder all relevant information it knows it possesses regarding the Project that the Designer/Builder needs to perform its Services. The District shall provide this information and its decisions required under this Contract in a timely manner and to avoid unreasonable delay in the Project.

50. LIABILITY OF DISTRICT

- 50.1. Other than as provided in this Contract, and except as prohibited by law, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, and except as prohibited by law, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.
- 50.2. District shall not be responsible for any damage to persons or property as a result of the Designer/Builder's use, misuse or failure of any equipment used by Designer/Builder, or by its employees, even though such equipment be furnished or loaned to Designer/Builder by District.

- 51. OUTPUT GUARANTEE.** Designer/Builder hereby guarantees to District guaranteed energy output from each System as indicated in the attached Exhibit "H" (Agreement for Output Guarantee and Parameters and Energy

Output Data for School Sites) (“Output Guarantee” or “Performance Guarantee”). The Output Guarantee is only excused by the terms of **Exhibit “H”** and shall not be excused by a failure of equipment, a failure of maintenance, operations, or repair, or any failed performance of Designer/Builder pursuant to its obligations under the Operations & Maintenance Agreement, attached hereto as **Exhibit “B.”** If Designer/Builder must exceed its obligations under the Operations & Maintenance Agreement to satisfy its obligations under the Output Guarantee, then the Designer/Builder shall take all necessary actions to satisfy the Output Guarantee, at no expense to the District.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____
Proper Name of Designer/Builder: SunPower Corporation, Systems
Signature: _____
Print Name: Jeffrey Dasovich
Title: Vice President, Utilities & Commercial Americas

WORKERS' COMPENSATION CERTIFICATION

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 by 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, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____
Proper Name of Designer/Builder: SunPower Corporation, Systems
Signature: _____
Print Name: Jeffrey Dasovich
Title: Vice President, Utilities & Commercial Americas

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Designer/Builder currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Designer/Builder.

Designer/Builder certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Designer/Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Designer/Builder's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Designer/Builder's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Designer/Builder has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Designer/Builder's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Designer/Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Designer/Builder who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Designer/Builder's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Designer/Builder's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Designer/Builder.

Date: _____

Proper Name of Designer/Builder: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: Vice President, Utilities & Commercial Americas

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of 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.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site

Date: _____

Proper Name of Designer/Builder: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: Vice President, Utilities & Commercial Americas

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Designer/Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Designer/Builder's work on the Project for District.

Designer/Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Designer/Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Designer/Builder's expense at no additional cost to the District.

Designer/Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Designer/Builder: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: Vice President, Utilities & Commercial Americas

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Designer/Builder and its employees will be providing services for the District, and because the Designer/Builder's work may disturb lead-containing building materials, **DESIGNER/BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Designer/Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Designer/Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Designer/Builder. If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Designer/Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Designer/Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Designer/Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGNER/BUILDER.

Date: _____

Proper Name of Designer/Builder: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: Vice President, Utilities & Commercial Americas

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

I, _____, _____
Name Name of Designer/Builder

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____, _____
Name Name of Designer/Builder

certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____
Name Name of Designer/Builder

have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Designer/Builder: _____ SunPower Corporation, Systems _____

Signature: _____

Print Name: _____ Jeffrey Dasovich _____

Title: _____ Vice President, Utilities & Commercial Americas _____

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Designer/Builder shall complete **ONLY ONE** of the following two paragraphs.

1. Designer/Builder's Proposal is less than one million dollars (\$1,000,000).
OR
2. Designer/Builder's Proposal is one million dollars (\$1,000,000) or more, but Designer/Builder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Designer/Builder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
3. Designer/Builder's Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Designer/Builder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Contract.**

I certify that I am duly authorized to legally bind the Designer/Builder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Designer/Builder: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: Vice President, Utilities & Commercial Americas

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Santa Ana Unified School District**, ("District") and **SunPower Corporation, Systems** ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship for one (1) year from the completion date of the work of this Contract, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for one (1) year from the completion date of the work of this Contract, during which time Surety's obligation shall continue if Designer/Builder shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. Nothing herein shall limit the District's rights or the Designer/Builder's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15 during the bond term.

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

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Designer/Builder's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) _____ - _____

Fax No.: (____) _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

SUNPOWER CORPORATION, SYSTEMS
Principal

By _____

Surety

By _____

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Santa Ana Unified School District**, (or "District") and **SunPower Corporation, Systems** ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

SUNPOWER CORPORATION, SYSTEMS

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Exhibit "A"

SCOPE OF WORK

Article 1. ASSESSMENT. Designer/Builder shall prepare an analysis of the types, quantities, and placement of energy conservation measures including the best options for photovoltaic (PV) panel design and installation at the Sites.

Article 2. DESIGN SERVICES

2.1. During the Design and Construction Phases of the Project, Designer/Builder will meet with District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.

2.2. During the course of the Work, and at least weekly, Designer/Builder will provide reports to the District of the general status and progress of the Work.

2.3. Although the Parties acknowledge that the Designer/Builder's Services are not completely severable between design, procurement, installation, construction, commissioning, and training, the following scopes of services will be generally referred to as the Services that the Designer/Builder shall perform during the design phase of the Work for the scopes of work for which Designer/Builder is designing the Project, which are the following portions of the Project:

Design, Installation, and Construction of Photovoltaic Systems at the School Sites with a cumulative first year energy production of Six Million Eighty-five Thousand Six Hundred Fifty hours (6,085,650 kWh).

2.4. Scope, Responsibilities, And Services Of Designer/Builder

2.4.1. Designer/Builder shall provide Services that shall comply with professional architectural standards, recognized industry standards for professional skill and judgment, and applicable requirements of federal, state, and local law.

2.4.2. Designer/Builder acknowledges that all California school districts are now obligated to develop and implement storm water requirements.

2.4.3. Designer/Builder shall contract for or employ at Designer/Builder's expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, engineers, and low voltage, data, and telephone consultants related to the installation of the data acquisition system as necessary, licensed as required by the State of California. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Designer/Builder under terms of the Agreement.

2.4.4. The District shall provide to Design/Builder information and documentation, but only that the District currently has, related to the School Sites including geotechnical reports; topographic surveys; as-built documentation including architectural, electrical, mechanical and structural construction drawings that represent the current state of and the original construction of the buildings on each site; and related items. If Designer/Builder determines that the information or documentation the District provides is insufficient for purposes of design or if the Designer/Builder believes it needs additional information, including a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; and/or tests for anticipating subsoil conditions, the Designer/Builder shall procure those items, at its expense, that it determines are required to complete the Project.

- 2.4.5. Designer/Builder shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work on the School Sites.
- 2.4.6. Designer/Builder shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.4.7. Designer/Builder shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project, if applicable.
- 2.4.8. Designer/Builder shall coordinate with the District's DSA Project Inspector(s).
- 2.4.9. Designer/Builder shall provide computer-generated pictures of the construction, downloaded to computer files, updated as requested by the District, that the District may use on its website. Pictures shall be limited to Designer/Builder's Project scope.
- 2.4.10. As part of the basic Services pursuant to this Contract, Designer/Builder is NOT responsible for the following, however, it shall coordinate and integrate its work with any of the following information and/or services provided by District:
 - 2.4.10.1. Ground contamination or hazardous material analysis.
 - 2.4.10.2. Any asbestos and/or lead testing, design or abatement.
 - 2.4.10.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Designer/Builder agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Designer/Builder when reasonably required for incorporation into the Project design, the Designer/Builder may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
 - 2.4.10.4. Historical significance report.
 - 2.4.10.5. Re-zoning: it is assumed that the proposed locations are zoned for solar electric installations and no delays will occur due to zoning issues.
 - 2.4.10.6. Easement adjustments: it is assumed that no roads, bridges, utility power lines, local CC&R's, etc, will be of such a nature as to disrupt the solar installation and no delays will occur due to easement issues.

2.5. Designer/Builder Staff

- 2.5.1. The Designer/Builder has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 2.5.2. The Designer/Builder shall not change any of the key personnel without prior written approval by District, unless said personnel cease to be employed by Designer/Builder. In either case, District shall be allowed to interview and approve replacement personnel. Such approval shall not be unreasonably withheld.

- 2.5.3. If any designated lead or key person fails to perform to the reasonable satisfaction of the District, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to the District.
- 2.5.4. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

2.6. Ownership Of Data

- 2.6.1. Pursuant to Education Code section 17316, this Contract creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepares or causes to be prepared pursuant to this Contract, limited to this Work.
- 2.6.2. The Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepares or causes to be prepared pursuant to this Contract.
- 2.6.3. The Designer/Builder shall perform the Services and prepare all documents under this Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Designer/Builder shall deliver to the District, on request, the tape, "thumb" drive, and/or compact disc format and compatible with the AutoCAD software in use by the District (not .pdf). As to any drawings that Designer/Builder provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 2.6.4. In order to document exactly what CADD information was given to the District, Designer/Builder and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Designer/Builder produces the CADD information. District agrees to release Designer/Builder from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Designer/Builder or Consultant(s) subsequent to it being given to the District.
- 2.6.5. Following the termination of this Contract, for any reason whatsoever, the Designer/Builder shall promptly deliver to the District upon written request the following items (hereinafter "Instruments of Service") in electronic format (Microsoft Word), unless otherwise indicated, assuming the District has made all payments to Designer/Builder as required by the termination provisions in this Contract.
 - 2.6.5.1. One set of the Contract, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 2.6.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract.
 - 2.6.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 2.6.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Designer/Builder under this Contract.
- 2.6.6. In the event the District changes or uses any fully or partially completed documents without

the Designer/Builder's knowledge and participation, the District agrees to release Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold the Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Designer/Builder's full involvement, the District shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder's consultants.

2.7. Certificate Of Designer/Builder

- 2.7.1. Designer/Builder certifies that the Designer/Builder is properly certified and licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

Article 3. DESIGN SERVICES BY PHASE

3.1. Early Design Phase(s). Designer/Builder agrees to provide the services described below:

- 3.1.1. Designer/Builder shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Designer/Builder under the Contract as well as coordination with all Master plans, studies, reports and other information provided by District. Designer/Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 3.1.2. The District shall provide all information available to it to the extent the information relates to Designer/Builder's scope of work. This information shall include, if available,
 - 3.1.2.1. Physical characteristics;
 - 3.1.2.2. Legal limitations and utility locations for the Project site(s);
 - 3.1.2.3. Written legal description(s) of the Project site(s);
 - 3.1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 3.1.2.5. Adjacent drainage;
 - 3.1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 3.1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - 3.1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - 3.1.2.9. Surveys, reports, as-built drawings;
 - 3.1.2.10. Subsoil data, chemical data, and other data logs of borings;
 - 3.1.2.11. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of work.
- 3.1.3. Designer/Builder shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone,

water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District. "Visually Verify" means to verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

3.2. Schematic Design / Design Development Phase. The Designer/Builder shall prepare for the District's review a design report, containing the following items if applicable to the Project scope, as follows:

3.2.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be specific task responsibilities of the Designer/Builder, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

3.2.2. Solar structure layout at the School Sites.

3.2.3. Structural

3.2.3.1. Structural drawing with all major members located and sized.

3.2.3.2. Layout structural and identify structural systems

3.2.3.3. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3.2.4. Landscape and Hardscape

3.2.4.1. Landscape and hardscape plans, as necessary to return sites to presentable condition, for each site for areas under and around each new structure, fencing, and parking lot areas.

3.2.4.2. Trees to be removed within the construction area will be identified. Designer/Builder will assist the District in identifying other potential trees that District may be required to remove to prevent shading that will impact power generation of the System(s) in areas outside the construction area

3.2.5. Presentation

3.2.5.1. Designer/Builder shall present and review with the District the detailed design information and deliverables for this phase.

3.3. Construction Documents Phase. Upon District's acceptance of Designer/Builder's work in the previous Phase and assuming District has not delayed or terminated the Contract, the Designer/Builder shall prepare from the accepted deliverables from the previous design phase a set of 100% complete construction documents for submission to DSA and for review by the District, and which will consist of the following for each proposed System within Designer/Builder's scope of work:

3.3.1. Architectural

3.3.1.1. Completed site plan.

3.3.1.2. Architectural details completed.

3.3.1.3. Site utility plans completed.

3.3.1.4. Fixed equipment details and identification completed.

3.3.2. Structural

3.3.2.1. Structural calculations completed.

3.3.3. Mechanical

3.3.3.1. Projected energy production calculations and report.

3.3.4. Landscape and Hardscape

3.3.4.1. Completion of all landscape and hardscape plans for each site for areas under and around each new structure, fencing, and parking lot areas as necessary to return sites to practical, presentable and functional condition(s), consistent with the surrounding area. This includes, unless inappropriate, paving where surrounding areas are paved and planting where surrounding areas have planting, excluding replanting of trees removed to allow construction of the System.

3.3.4.2. Trees within the construction area will be identified for Designer/Builder removal.

3.3.5. Deliverables and Numbers of Copies

3.3.5.1. Designer/Builder shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.3.5.1.1. Two copies of reproducible copies of working drawings;

3.3.5.1.2. Two copies of engineering calculations;

3.3.5.1.3. Two copies of statement of requirements for testing and inspection of service for compliance with applicable codes;

3.3.5.1.4. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date.

3.3.6. **Record Drawings.** During construction, Designer/Builder shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Builts, sketches, details, and clarifications. The Designer/Builder shall deliver the Record Drawings to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

3.3.7. **O&M Manuals / Warranties.** Designer/Builder shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. The Designer/Builder shall deliver the O&M Manuals / Warranties to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

Article 4. DESCRIPTION OF WORK AND SERVICES BY SCOPE

4.1. **General.** Designer/Builder shall design, install, and construct the Work at the School Sites. The Entire System shall be installed to conform to National Electric Code, Division of the State Architect ("DSA") requirements, SCE interconnection agreements, City and County access requirements, and incentives under the California Solar Initiative (CSI). Designer/Builder's Work shall include:

4.1.1. Meetings and discussions as needed with DSA, Fire Department, SCE, and others as needed to achieve project approval.

4.1.2. Criteria for beneficial use as defined in the Contract,

4.1.3. Installation of elevated solar carport structures allowing parking below and traffic circulation between canopies. Structures shall be limited to the areas generally indicated on the site plans provided in **Exhibit "G"**, unless changes to locations are mutually agreed upon by the District and Designer/Builder.

4.1.4. Installation of electrical equipment pad and utility tie-ins shall be limited to the areas

generally indicated on the site plans provided in **Exhibit "G"**, unless changes to locations are mutually agreed upon by the District and Designer/Builder. To the extent practical, the selection of the final location will consider methods to block the view of the electrical equipment from offsite public areas.

- 4.1.5. Removal of light standards in areas with solar structure(s) and replacement with lighting attached to the underside of the solar structure(s). Existing lighting circuits can be re-used for PV Array support structures lighting system and those existing circuits have ample current carrying capacity to provide required lighting at PV Array support structures. New lighting circuit installation is excluded from this proposal as well as any required timing circuit reconfiguration. Lighting design and/or installation beyond the PV Array support structures is not included in this agreement.

4.2. SCE Requirements. The CSI provides financial incentives to customers installing PV systems in the investor owned utility territories of Pacific Gas and Electric, Southern California Edison, and San Diego Gas and Electric. Designer/Builder shall ensure that all of the Work, as required, complies with all requirements, including the metering and monitoring requirements, outlined in the CSI Program Handbook.

4.3. DSA Approvals & Permits

- 4.3.1. Designer/Builder, its designers and contractors shall provide documentation required for all approvals by DSA.
- 4.3.2. Designer/Builder shall notify the District and the District's Project Inspector(s) of required inspections and shall provide reasonable access and accommodations for inspections.

4.4. Monitoring

- 4.4.1. Install a data acquisition system, which provides access by unlimited individuals to data via the internet, which shall include options for display of daily energy generation by site, and system-check features. This will include a system that will monitor and log the Entire System performance on a daily basis by School Site. This information can be reviewed on a daily basis by District personnel. This information can be used to establish an operational baseline operation. Following is a detailed description of the Monitoring requirements:
 - 4.4.1.1. Electricity generation monitoring reports,
 - 4.4.1.2. Communication with a third party monitoring company to be provided via cellular modem.

4.5. Protection Of Existing Structures And Utilities

- 4.5.1. The School Sites have above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Designer/Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Designer/Builder's expense and made to the District's satisfaction.
- 4.5.2. Designer/Builder shall be alert to the possibility of the existence of additional structures and utilities. If Designer/Builder encounters additional structures and utilities, Designer/Builder will immediately report to the District for disposition of same as indicated in the General Conditions.
- 4.5.3. Designer/Builder shall conduct an engineering evaluation to determine whether any undergrounding power lines will create the potential for electrolytic corrosion of any other underground utilities near such power lines. Where the potential for electrolytic corrosion

exists, Designer/Builder shall also design and install (1) a cathodic protection system to protect such utilities or (2) another protection system approved by the District.

4.6. Site Access

- 4.6.1. Exclusive of local ordinances, District shall not restrict access to construction site during standard working hours (7 am – 5 pm, Monday-Friday).
- 4.6.2. No new access roads are planned; however, should the need arise, District and Designer/Builder shall agree upon reasonable accommodations and compensation. Designer/Builder shall return existing surfaces to a preconstruction condition.
- 4.6.3. District and Designer/Builder shall provide 24/7 unrestricted access to existing electric utility meter and the utility lockable disconnect location
- 4.6.4. District to permit using on site water and power as available for construction at no charge to Designer/Builder, with the exception of fire hydrants
- 4.6.5. District to permit use of a temporary diesel generator onsite during construction activities, subject to local ordinances.

4.7. Specific measures include:

4.7.1. All School Sites

- 4.7.1.1. Written Designer/Builder Safety Plans, signs and temporary fencing as needed
- 4.7.1.2. Engineering and stamped drawings for District and DSA approval.
- 4.7.1.3. Layout drawings for Fire Department review
- 4.7.1.4. Single line and electrical drawings for SCE
- 4.7.1.5. Assistance with incentive forms and submission requirements
- 4.7.1.6. Installation of Solar Panels per approved design
- 4.7.1.7. All DC and AC Disconnects as required by code
- 4.7.1.8. Combiner boxes as required
- 4.7.1.9. All connectors and wire
- 4.7.1.10. All necessary Inverters per approved design
- 4.7.1.11. Transformer and metering section as required.
- 4.7.1.12. Design, provide and set Concrete pad(s)
- 4.7.1.13. District requirements for concrete encased duct banks, concrete capped duct banks, or slurry are excluded.
- 4.7.1.14. **Safety/Security Features including:**
 - 4.7.1.14.1. Empty conduit, with pull string, for power and signal for future District-supplied cameras from PV structures to local equipment pads. Electrical supply and mounting accommodation for District-supplied cameras. Install spare conduit from local array to interconnection point.
 - 4.7.1.14.2. Galvanized chain link fencing 6' tall with wire mesh fabric for perimeter security fencing around electrical equipment pad.
- 4.7.1.15. Protective bollards and overhead "low ceiling" signs as needed
- 4.7.1.16. Low Voltage Point of connection

- 4.7.1.17. Excavation, trenching, compaction and concrete or brick replacement with materials in kind. Standard dig trenching based on use of EMT conduit with rain-tight compression fittings for above ground installations and schedule 40 PVC conduit for below ground installations.
- 4.7.1.18. On-line connection(s) that can receive all information on power generation including, without limitation, daily power generation, cumulative generation, and historical daily generation.
- 4.7.1.19. Signage as required by District and utility
- 4.7.1.20. Installation of structures, panels, wiring and trenching for ground-mounted solar shade structures.
 - 4.7.1.20.1. Support structures will utilize a foundation of 36" round caisson approximately 3 feet above grade and approximately 12 feet below grade. Architectural enhancements to the PV Array support structures are not included in this agreement.
 - 4.7.1.20.2. Structures to be constructed up to 9 foot 6 inch clearance for parking. This agreement assumes all carport structures to be constructed in a single phase with no phased scheduling to accommodate special parking provisions
 - 4.7.1.20.3. Solar structures constructed to withstand site max wind speed 85 mph 3 sec wind gust, unless otherwise required by DSA.
- 4.7.1.21. Painting of all supports for ground-mounted solar structures. Metal materials that are either factory-finished or non-corrosive, will not need painting for weather protection.
- 4.7.1.22. Pass through manufacturer warranties as indicated in **Exhibit "I"**.

4.7.2. Additional Items

- 4.7.2.1. DC runs to be trenched or bored as necessary from array combiner box locations to inverter equipment pad.
- 4.7.2.2. Design includes rigid conduit from underground transition to combiner boxes, EMT conduit with rain-tight compression fittings above combiner boxes for any aboveground low voltage or AC circuits and PVC for all underground conduit.
- 4.7.2.3. DC array wiring to combiner boxes may be exposed on the underside of PV modules, neatly secured to PV modules and/or racking system. DC source circuits are USE-2 weather rated for exterior exposure.
- 4.7.2.4. DC array grounding achieved by use of SunPower proprietary grounding clip.
- 4.7.2.5. DC Combiner box proximity to actual solar array shall be no more than 10 lineal feet in distance.
- 4.7.2.6. Equipment Location & Tie-In.
- 4.7.2.7. Electrical equipment such as the inverter and transformer (as required) will be installed on the ground with a standard SunPower service concrete pad, or attached to building located as shown on the proposal level layout drawings.
- 4.7.2.8. Fixed Carport Option = Drilled Cast-In-Place method, 36" round caisson, 12' Deep, 3-0' above grade, or as required by DSA for 12' min. height canopy.
- 4.7.2.9. If Medium voltage transformers are required in order to step-up voltage to match point of interconnection voltage or transmit long distances, transformers shall be

480V:12kV, non-Dry-type by manufacturer of SunPower's choosing. Secondary containment is not included.

4.7.2.10.AC cable sizing is based on the assumption that the soil thermal resistivity (RHO) is less than or equal to 120°C-cm/W.

4.7.2.11.Assumes all parking lot light standards in direct conflict with installation of photovoltaic shade structures/parking canopies will be removed by SunPower. Also assumes that the existing lighting circuits, for those removed parking lot light standards, can be re-used for photovoltaic shade structures/parking canopies lighting system and that those existing circuits have ample current carrying capacity to provide required lighting at shade structures/parking canopies, per jurisdictional code requirements. New lighting circuit installation is excluded as well as any required timing circuit reconfiguration, lighting controllers, relays, or new panel boards. Lighting design and/or installation beyond the photovoltaic shade structures/parking canopies is not included. Includes Green Machine LED Lighting under structures with a material allowance of \$575 each.

4.7.2.12.Architectural enhancements to the photovoltaic shade structure/parking canopy structures or ground and roof arrays and mounting systems are **not** included.

1.1. **Commissioning**

1.1.1. **Summary**

1.1.1.1. Commissioning is a process for validating and documenting that the Photovoltaic Systems and related components are constructed and perform in conformity with the Contract.

1.1.1.2. The objective of the commissioning process is to verify that the performance of the Photovoltaic Systems meet or exceed the design intent.

1.1.1.3. Commissioning includes special facility start-up processes used to bring the Photovoltaic Systems to a fully operational state, free of deficiencies in an efficient and timely manner

1.1.1.4. Training on related Photovoltaic Systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

1.1.2. **Description**

1.1.2.1. Designer/Builder Startup: prior to District's acceptance of Work, Designer/Builder shall perform a program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.

1.1.2.1.1. The District and the DSA Project Inspector (IOR) shall be present to observe, inspect and identify deficiencies in Building Systems Operations.

1.1.2.2. The completion of startup means the entire Project including startup and fine tuning has been performed to the requirements of the Contract and is verified in writing by the District and the IOR.

1.1.2.3. Fine Tuning: Fine tuning is the responsibility of Designer/Builder after District's beneficial use and ending one year after District's beneficial use. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

1.1.2.3.1. Includes a period after occupancy where systems are optimized under

"live" operating conditions and any outstanding construction deficiencies are corrected.

- 1.1.2.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

1.1.3. Definition Of Terms

- 1.1.3.1. Designer/Builder's Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- 1.1.3.2. Installation Verification Process: Includes the on-site inspection and review of related System components for conformance to the Contract. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the District and the IOR for future resolution.
- 1.1.3.3. Functional Performance Testing Process: Includes the documented testing of System parameters, under actual or simulated operating conditions. Final performance commissioning of the Systems will begin only after the appropriate Designer/Builder certifies that Systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 1.1.3.4. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the District and the IOR. Deficiencies are defined as those issues where products execution or performance does not satisfy the Contract and/or the design intent.

1.1.4. Commissioning Duties And Responsibilities

- 1.1.4.1. Designer/Builder Duties and Responsibilities:
 - 1.1.4.1.1. Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.
 - 1.1.4.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
 - 1.1.4.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of System readiness for performance testing is required.
 - 1.1.4.1.4. Provide qualified representatives for the functional performance commissioning process.
- 1.1.4.2. Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.
- 1.1.4.3. Duties and responsibilities of others for Commissioning: The commissioning process requires the active participation of the District and the IOR, and any other related Consultants on the project.

- 1.2. **Maintenance, Operations and Repair.** The Designer/Builder shall perform all work and services as indicated in the Operations & Maintenance Agreement, attached hereto as Exhibit "B."

The scope of Work at each Site is anticipated to include the following Systems. This scope will be finalized at the conclusion of the Design Development phase. In addition, the drawings attached hereto as part of Exhibit "G" indicated the anticipated System layouts for each Site.

CENTURY HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	476.110	Parking
TOTAL		
DOUGLAS MACARTHUR	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	115.100	Parking
TOTAL		
GERALD P. CARR	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	531.050	Parking and Shade
TOTAL		
JIM THORPE	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	214.512	Parking
TOTAL		
R. HENINGER ES	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	128.18	Parking
TOTAL		
MCFADDEN INTERMEDIATE	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	366.24	Parking
TOTAL		
SANTA ANA HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	384.55	Parking
TOTAL		
SEGERSTROM HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	805.728	Parking
TOTAL		
TAFT ES	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	290.376	Parking and Shade
TOTAL		
VALLEY HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
	523.20	Roof
TOTAL		

Exhibit "B"

[DRAFT FORM ATTACHED]

OPERATIONS & MAINTENANCE AGREEMENT

This Operations and Maintenance Agreement ("O&M Agreement") is made and entered into by and between the Santa Ana Unified School District ("District" or "Customer") and SunPower Corporation, Systems ("Operator") (collectively, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. Services.

1.1. For the Compensation indicated herein, the Operator shall provide the following services ("Services" or "Work").

System Service	Frequency
<p><u>Customer Technical Support Hotline</u></p> <p>a. Technical support line: 1-800-251-9728 (24 hours per day, 7 days per week)</p> <p>b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions</p>	As needed
<p><u>SunPower Performance Monitoring Website</u></p> <p>a. Customer web site updated every 15 minutes for monitoring operational and environmental performance of the SunPower solar power system</p> <p>b. All site data can be downloaded to Customer's computer in Microsoft Excel format</p> <p>c. Customer will be provided with login credentials for use during the term of this Agreement</p>	As needed
<p><u>Performance Reports</u></p> <p>a. Actual vs. expected performance of the System for the period with a comparison of performance to a typical weather year</p> <p>b. Environmental benefits will be estimated and included</p> <p>c. Annual Operations and Maintenance records will be provided to Customer upon request</p> <p>d. Optional custom reports can be supplied on a time and material basis</p>	Monthly
<p><u>Daily Performance Monitoring and Notification</u></p> <p>a. Continuous monitoring of Customer's System via experienced solar monitoring technicians</p> <p>b. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) are continuously monitored by the SunPower Operations Center (SOC) system computers and monitoring technicians automatically receive alerts of system anomalies</p> <p>c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator</p>	As needed
<p><u>Preventive Maintenance, Inspections & Testing</u></p> <p>a. Array</p> <p>i. Inspect PV modules for damage, discoloration or de-lamination</p>	Annual

<ul style="list-style-type: none"> ii. <i>Inspect mounting system for damage or corrosion</i> b. Trackers <ul style="list-style-type: none"> i. <i>Inspect tracker components for damage or corrosion</i> ii. <i>Inspect tracker controllers for damage</i> iii. <i>Lubricate tracker motors and jackscrews</i> iv. <i>Verify proper operation and alignment</i> c. Inverter <ul style="list-style-type: none"> i. <i>Torque checks on critical electrical terminations</i> ii. <i>Clean all filters and fans</i> iii. <i>Inspect inverter pad and container</i> iv. <i>All other preventive maintenance required by OEM warranty</i> d. Electrical BOS <ul style="list-style-type: none"> i. <i>Inspect ground braids, electrodes and conductors for damage</i> ii. <i>Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects</i> e. Meteorological Station <ul style="list-style-type: none"> i. <i>Inspect weather measurement equipment for damage</i> ii. <i>Clean pyranometers and reference cells</i> f. Site Conditions <ul style="list-style-type: none"> i. <i>Inspect drainage conditions</i> ii. <i>Inspect vegetation for array shading or fire hazards</i> iii. <i>Inspect safety conditions and proper signage</i> g. Maintenance Reporting <ul style="list-style-type: none"> i. <i>Record results of all inspections</i> ii. <i>Take photographs of any damage or defects identified</i> iii. <i>Inform Owner and warranty providers of all deficiencies identified</i> iv. <i>Provide Owner with recommendations for corrective actions</i> 	
<p><u>Performance Review</u></p> <ul style="list-style-type: none"> a. <i>Review of the following System performance data with a SunPower performance engineer and proposal of a recommend action plan where applicable:</i> <ul style="list-style-type: none"> i. <i>Expected vs. Actual system production (kWh)</i> ii. <i>System Availability</i> iii. <i>Recoverable Degradation</i> iv. <i>Performance Index</i> v. <i>Operation and Maintenance Records</i> vi. <i>Safety, Accidents and Environmental Reporting</i> vii. <i>Proposal of Recommended Actions</i> 	Annual
<p><u>Corrective Maintenance</u></p> <ul style="list-style-type: none"> a. <i>On-site troubleshooting & diagnostics of all system components</i> b. <i>Inverter and Data Acquisition System resets:</i> <ul style="list-style-type: none"> i. <i>Unlimited remote resets (if capability enabled and connection available)</i> ii. <i>Unlimited on-site resets for systems under SunPower warranty</i> iii. <i>Up to two on-site resets per year for systems out of warranty</i> c. <i>Processing of warranty claims on behalf of Customer and verification of replaced equipment</i> d. <i>Management of repair and replacement for equipment out of warranty:</i> <ul style="list-style-type: none"> i. <i>Full scope repair and replacement for equipment out of warranty can</i> 	As needed

<p style="text-align: center;"><i>be provided as part of the Additional Services</i></p> <p>e. <i>Ongoing warranty support and representation of Customer's interest with System equipment manufacturers</i></p>	
<p><u>Module Cleaning</u></p> <p>a. <i>Surface washing of all modules</i></p> <p>b. <i>Pressure washer settings not to exceed 1,500 PSI</i></p> <p>c. <i>Before and after photographs will be provided</i></p>	Annual

1.2. **Additional Services.** *On the terms and conditions set forth in this O&M Agreement, Customer may request and SunPower agrees to provide, the following additional services indicated below, at the rates or costs indicated below on a time and materials:*

1.2.1. Energy Billing and Settlement

1.2.1.1. *SunPower will calculate amounts due under Power Purchase Agreements or Incentive Programs*

1.2.1.2. *For Power Purchase Agreements, invoices will be sent as PDF email attachments to designated contact*

1.2.1.3. *For Incentive Programs, SunPower will submit production data on behalf of Customer*

1.2.2. Vegetation Management

1.2.2.1. *For roof mounted systems, pull any weeds protruding from array*

1.2.2.2. *For ground mounted systems, mechanical mowing, herbicidal application, and/or sheep grazing may be used*

1.2.3. IV-Curve Tracing

1.2.3.1. *IV-curve tracing of all strings*

1.2.3.2. *Comparison to commissioning baseline and prior year results*

1.2.3.3. *Recommendations for further module analysis or power warranty claims*

1.2.4. Module Thermography

1.2.4.1. *IR camera analysis of all PV modules*

1.2.4.2. *Identification of potential hot spots*

1.2.4.3. *Recommendations for warranty claims and other corrective actions*

1.2.5. Sensor Calibration

1.2.5.1. *Field comparison of pyranometers and reference cells to calibrated sensor*

1.2.5.2. *Adjust field sensor to within ±3% of calibrated sensor and record changed parameters*

1.2.5.3. *SunPower may replace pyranometers in lieu of field calibration*

1.2.6. Corrosion Protection

1.2.6.1. *Elco-meter testing*

1.2.6.2. *Surface preparation*

1.2.6.3. *Zinc application*

1.2.7. Transformer Preventive Maintenance

1.2.7.1. *Maintain records of load current and voltage*

1.2.7.2. *Record liquid level and temperature*

1.2.7.3. *Test ground connections*

1.2.7.4. *Inspect surge arresters (if present)*

1.2.7.5. *External Inspection*

1.2.7.6. *Cabinet Interior Inspection*

1.2.8. Switchgear Preventive Maintenance

1.2.8.1. *Electrical terminal thermography*

1.2.8.2. *Visual inspection*

1.2.8.3. *Vacuum cleaning of cabinet interior*

Charge Description –	Amount	Notes
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<i>Rates / costs to be charged on a time and materials</i>		
<i>SunPower Engineering Support</i>	<i>\$150</i>	<i>Hourly rate charged for engineering labor used in the performance of engineering services, requested by Customer, and not included in the Subscription Services.</i>
<i>SunPower Field Service Support</i>	<i>\$125</i>	<i>Hourly rate charged for SunPower labor performed on site, requested by Customer, and not included in the Subscription Services.</i>
<i>Subcontracted Labor</i>	<i>Billed as incurred</i>	<i>Subcontracted labor performed on Site, requested by Customer, for work not included in the Subscription Services will be billed at cost plus 5%.</i>
<i>Travel Expenses</i>	<i>Billed as incurred</i>	<i>Includes transportation, lodging, meals and incidentals plus 5%, for travel more than 100 miles from the Site</i>
<i>Materials</i>	<i>Billed as incurred</i>	<i>Billed according to the SunPower list price.</i>

Note: SunPower reserves the right to annual adjust this rate schedule, not to exceed a mutually agreed-upon inflation index such as the Consumer Price Index.

- Term.** Operator shall commence providing services under this O&M Agreement on the Output Guarantee Start Date and will diligently perform as required herein for **twenty (20) years** from that date ("Term"). Documentation of the Start Date for each system will be as noted on the first invoice submitted to Southern California Edison by the third party monitoring provider required pursuant to the CSI Program and that initiates the CSI incentive payment process. The Parties agree that if this O&M Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s) for terms of 5 years each and under the same terms and conditions of this O&M Agreement, provided that the full term of services provided under all such agreements shall not exceed the earlier of 25 years from the date of the Solar Agreement or the termination of the Output Guarantee as defined and as set forth in the Solar Agreement.
- Submittal of Documents.** The Operator shall not commence the Work under this O&M Agreement until the Operator has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed O&M Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form

- Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, on an annual basis beginning on each site's completion date and on each anniversary of the Commencement date pursuant to the following tables, as applicable, for all Sites over the Term.

Site	Total 20-Year O&M Cost (to be paid in 20 Equal Annual Payments of 1/20 of Each Number Below)
Century High School	\$172,703

<i>Douglas MacArthur Fundamental Intermediate School</i>	\$82,291
<i>Gerald P. Carr Intermediate</i>	\$187,360
<i>Jim Thorpe Fundamental Elementary School</i>	\$102,779
<i>Martin R. Heninger Elementary School</i>	\$85,039
<i>McFadden Intermediate</i>	\$142,963
<i>Santa Ana High School</i>	\$147,940
<i>Segerstrom High School</i>	\$259,391
<i>Taft Elementary School</i>	\$118,260
<i>Valley High School</i>	\$166,016
Totals	\$1,464,741

4. **Notice.** Any notice required or permitted to be given under this O&M Agreement shall be as indicated in the Solar Agreement.
5. **Personnel.** The following individuals are the Designer/Builder's key personnel, none of which can be replaced unless approved by the District per the requirements of the provisions indicated herein:

<i>Operations and Maintenance</i>	<i>Cliff Kalinowski</i>
<i>Operations and Maintenance</i>	<i>Michael Moone</i>

6. **Termination.**

- 6.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this O&M Agreement and compensate Operator only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Operator. Notice shall be deemed given when received by the Operator or no later than three days after the day of mailing, whichever is sooner. In addition, if District terminates this O&M Agreement without cause, Operator shall no longer be obligated to provide the Output Guarantee as defined and as set forth in the Solar Agreement and that guarantee shall be immediately terminated and be of no further force and effect.
- 6.2. **With Cause by Operator.** Operator may terminate this O&M Agreement with cause. Cause shall include:
- 6.2.1. Upon thirty (30) days of Operator's notice of material violation of this O&M Agreement by the District;
- 6.2.2. Upon thirty (30) days of Operator's notice of any act by District exposing the Operator to liability to others for personal injury or property damage; or
- 6.2.3. Upon Operator's notice to District if District is adjudged a bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of District 's insolvency.

Written notice by Operator shall contain the reasons for such intention to terminate for cause. District shall have thirty (30) calendar days after that notice to cure Operator's reasons for such intention to terminate for cause, to the reasonable satisfaction of Operator, which shall not be unreasonably withheld. In the event of this termination with cause by Operator, the District may secure the required services from another contractor. If Operator terminates this O&M Agreement with cause as permitted in this provision Operator shall no longer be obligated to provide the Output Guarantee set forth in the Solar Agreement and said guarantee shall be immediately terminated and be of no further force and effect. If the District disputes the validity of the termination for cause, the District may seek resolution of said dispute pursuant to the dispute resolution procedures established in the Solar Agreement. If a determination is made that the termination was invalid, the Output Guarantee shall be reinstated and shall be retroactive to the date of termination.

6.3. **With Cause by District.** District may terminate this O&M Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

6.3.1. Upon thirty (30) days of District's notice material violation of this O&M Agreement by the Operator;
or

6.3.2. Upon thirty (30) days of District's notice of any act by Operator exposing the District to liability to others for personal injury or property damage; or

6.3.3. Upon District's notice to Operator if Operator is adjudged a bankrupt, Operator makes a general assignment for the benefit of creditors or a receiver is appointed on account of Operator's insolvency.

Written notice by District shall contain the reasons for such intention to terminate for cause. Operator shall have twenty (20) calendar days after that notice to cure District's reasons for such intention to terminate for cause, to the reasonable satisfaction of District, which shall not be unreasonably withheld. In the event of this termination with cause, the District may secure the required services from another operator. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this O&M Agreement, the Operator shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs, provided that the aggregate amount of those expenses, fees and costs shall not exceed one hundred fifty percent (150%) of the total not-to-exceed compensation amount indicated herein. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. If District terminates this O&M Agreement with cause as permitted in this provision, Operator shall remain obligated to provide the Output Guarantee set forth in the Solar Agreement. If the Operator disputes the validity of the termination for cause, the Operator may seek resolution of said dispute pursuant to the dispute resolution procedures established in the Solar Agreement. If a determination is made that the termination was invalid, then, at the District's discretion, (1) the termination shall be deemed to be a termination without cause by the District pursuant to the provisions herein above or (2) this O&M Agreement shall be reinstated.

7. **Indemnification.** To the furthest extent permitted by California law, Operator shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this O&M Agreement, including without limitation the payment of all consequential damages. The District shall have the right to accept or reject any

legal representation that Operator proposes to defend the indemnified parties.

8. Insurance.

8.1. The Operator shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

8.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Operator, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

8.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Operator shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this O&M Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

8.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Operator's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

8.2. **Proof of Carriage of Insurance.** The Operator shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

8.2.1. A clause stating that the policy shall not be cancelled without thirty (30) days written notice to the District prior to cancellation.

8.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies and expiration date

8.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability

Insurance. An endorsement shall also state that Operator's insurance policies shall be primary to any insurance or self-insurance maintained by District.

8.2.4. All policies shall be written on an occurrence form.

*8.3. **Acceptability of Insurers.** Insurance shall be with **admitted** insurance companies with an A.M. Best rating of no less than **A: VII**, unless otherwise acceptable to the District.*

*9. **Assignment / Subcontracting.** Operator may subcontract the Work of this O&M Agreement or any part of it only upon prior approval of the District, which shall not be unreasonably withheld. Neither party shall, on the basis of this O&M Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.*

9.1. The Operator shall provide a list of any subcontractor that it contracts with to provide services pursuant to this O&M Agreement and shall, to the extent required by applicable law, comply with all applicable provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.).

*10. **Compliance with Laws.** Operator shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Operator shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Operator observes that any of the Work required by this O&M Agreement is at variance with any laws, ordinance, rules or regulations, Operator shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this O&M Agreement shall be appropriately amended in writing, or this O&M Agreement shall be terminated effective upon Operator's receipt of a written termination notice from the District. If Operator performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Operator shall bear all costs arising therefrom.*

*11. **Certificates/Permits/Licenses.** Operator and all Operator's employees or agents shall secure and maintain in force all certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this O&M Agreement.*

*12. **Employment with Public Agency.** Operator, if an employee of another public agency, agrees that Operator will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this O&M Agreement.*

*13. **Drug-Free / Smoke Free Policy.** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.*

*14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Operator agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Operator agrees to require like compliance by all its subcontractor(s).*

*15. **Labor Code Requirements / Labor Compliance Program.** Operator certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Operator is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Operator agrees to fully comply with and to require its consultant(s)*

to fully comply with all applicable prevailing wage requirements of the California Labor Code. This shall include, without limitation, coordination with the persons responsible for operation of the District's or any applicable Labor Compliance Program. If the Operator employs consultant(s), the Operator shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's or any applicable Labor Compliance Program, if any.

16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Operator's performing of any portion of the Services.
17. **No Rights In Third Parties.** This O&M Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **Limitation of District Liability.** Other than as provided in this O&M Agreement, District's financial obligations under this O&M Agreement shall be limited to the payment of the compensation provided in this O&M Agreement. Notwithstanding any other provision of this O&M Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this O&M Agreement for the services performed in connection with this O&M Agreement.
19. **Conflict of Interest.** Through its execution of this O&M Agreement, Operator acknowledges that it is familiar with the provisions of section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Operator receives any information subsequent to execution of this O&M Agreement, which might constitute a violation of said provisions, Operator agrees it shall notify District of this information.
20. **Integration/Entire Agreement of Parties.** This O&M Agreement constitutes the entire agreement between the Parties related to the Work of this O&M Agreement and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This O&M Agreement may be amended or modified only by a written instrument executed by both Parties.
21. **California Law.** This O&M Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this O&M Agreement shall be maintained in the county in which the District's administrative offices are located.
22. **Disputes:** In the event of a dispute between the Parties as to performance of Work, O&M Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Operator shall neither rescind the Agreement nor stop Work.
23. **Waiver.** The waiver by either party of any specific breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of that term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
24. **Severability.** If any term, condition or provision of this O&M Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
25. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this O&M Agreement, except as otherwise provided in this O&M Agreement, has any authority to bind the other to any agreements or undertakings.
26. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this O&M

Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

- 27. **Captions and Interpretations.** Paragraph headings in this O&M Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this O&M Agreement. No provision of this O&M Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this O&M Agreement shall be construed as if jointly prepared by the Parties.
- 28. **Calculation of Time.** For the purposes of this O&M Agreement, "days" refers to calendar days unless otherwise specified.
- 29. **Signature Authority.** Each party has the full power and authority to enter into and perform this O&M Agreement, and the person signing this O&M Agreement on behalf of each party has been properly authority and empowered to enter into this O&M Agreement.
- 30. **Counterparts.** This O&M Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 31. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this O&M Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Santa Ana Unified School District

SunPower Corporation, Systems

By: _____

By: _____

Print Name: _____

Print Name: Jeffrey Dasovich

Print Title: _____

Print Title: Vice President, Utilities & Commercial Americas

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WORKERS' COMPENSATION CERTIFICATION

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:

- *By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.*
- *By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.*

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this O&M Agreement.

Date: _____

Name of Operator or Company: SunPower Corporation, Systems

Signature: _____

Print Name and Title: Jeffrey Dasovich, Vice President Utilities & Commercial Americas

(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 District prior to performing any Work under this O&M Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the 3 boxes below must be checked, with the corresponding certification provided, and this form must be attached to this O&M Agreement:

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Operator's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Operator's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Operator for the services under this O&M Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Operator's services under this O&M Agreement and Operator certifies with these provisions as follows: "Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the O&M Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the O&M Agreement is attached hereto."

Consultant's services under this O&M Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this O&M Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____
Name of Consultant: _____

Signature:

Print Name and Title:

Jeffrey Dasovich, Utilities & Commercial Americas

Exhibit "C"

SCHEDULE

- The days indicated below will begin once the District issues Notice(s) to Proceed for the Project.
- **Notice(s) to Proceed**
 - The District intends to issue Notice(s) to Proceed for the design and construction Services on or about _____, 20___. The District reserves the right to issue the Notice(s) to Proceed later without impacting the overall time to complete the Work specified in the Notice to Proceed or increasing the Contract Price.
 - District shall provide Notice(s) to Proceed to Designer/Builder pursuant to the Contract at which time Designer/Builder shall proceed with the Work.
 - District has sole discretion to issue Notice(s) to Proceed related by phase(s), by scope(s) of Work, by School Site(s), based on funding authorization(s) or allocation(s), or any other basis as determined by District.
- **Form of Notice to Proceed**

FORM FOR USE WITH SUNPOWER – 2013

Re: Notice to Proceed
SANTA ANA UNIFIED SCHOOL DISTRICT

Dear _____:

This letter constitutes the "**Notice to Proceed**" with the above-referenced project from Santa Ana Unified School District. The commencement date on which you are to begin your work on the project is _____. The Project must be completed by _____.

Pursuant to the requirements of the Contract Documents, you must also submit seven (7) copies of the following documents, all checked and approved by you, not later than the following dates:

- A construction schedule by no later than **thirty (30) days prior to the beginning of any construction activity occurring.**
- Copies of all of Designer/Builder's final schedule of values; all shop drawings; all materials lists; all samples; Designer/Builder's Safety plan by no later than **fourteen (14) days prior to the beginning of any construction activity occurring.**
- A copy of each written subcontract between the Designer/Builder's and any first-tier Subcontractor, whether listed or not (and a written statement signed by the Designer/Builder's giving the name of the Subcontractor and the terms and conditions of any unwritten subcontract by no later than **fourteen (14) days prior to the beginning of any construction activity occurring.**),
- **Project Schedule (Critical Path – Cost Loaded Schedule).** Prior to performing any work on the Site(s), the Designer/Builder shall provide for the District's review and approval, a detailed, critical path method schedule (cost-loaded) to the District that complies with the Schedule above. Once approved, this shall become the

“Project Schedule.” Designer/Builder shall update this critical path method schedule (1) monthly at the same time it submits its Application for Payment and (2) at any time requested by the District.

- **Float.** All Project float in the Project Schedule is a resource available to both the District and the Designer/Builder.

CENTURY HIGH SCHOOL	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	8-19, 2013
Schematic design approved by District	9-9, 2013
DSA package submitted to DSA and District	11-11, 2013
DSA approval	3-10, 2014
Construction Begins	6-17, 2014
Completion	11-7, 2014
Designer/Builder Requests Permission to Operate Letter From Utility	11-7, 2014
Permission to Operate Letter Issued by Utility	11-24, 2014
O&M Services and Output Guarantee Start Date (estimated)	1-15, 2015

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

DOUGLAS MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	5-27, 2013
Schematic design approved by District	6-10, 2013
DSA package submitted to DSA and District	8-1, 2013
DSA approval	8-21, 2013
Construction Begins	10-21, 2013
Completion	1-24, 2014
Designer/Builder Requests Permission to Operate Letter From Utility	1-24, 2014
Permission to Operate Letter Issued by Utility	2-10, 2014
O&M Services and Output Guarantee Start Date (estimated)	4-1, 2014

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

GERALD P. CARR INTERMEDIATE	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	5-27, 2013
Schematic design approved by District	6-10, 2013
DSA package submitted to DSA and District	8-1, 2013
DSA approval	8-21, 2013
Construction Begins	9-23, 2013
Completion	1-17, 2014
Designer/Builder Requests Permission to Operate Letter From Utility	1-17, 2014
Permission to Operate Letter Issued by Utility	2-3, 2014
O&M Services and Output Guarantee Start Date (estimated)	4-1, 2014

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

JIM THORPE FUNDAMENTAL ELEMENTARY	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	3-4, 2013
Schematic design approved by District	3-11, 2013
DSA package submitted to DSA and District	5-13, 2013
DSA approval	6-3, 2013
Construction Begins	6-17, 2013
Completion	9-15, 2013
Designer/Builder Requests Permission to Operate Letter From Utility	9-15, 2013
Permission to Operate Letter Issued by Utility	9-30, 2013
O&M Services and Output Guarantee Start Date (estimated)	12-1, 2013

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

MARTIN R. HENINGER ELEMENTARY SCHOOL	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	3-4, 2013
Schematic design approved by District	3-11, 2013
DSA package submitted to DSA and District	5-13, 2013
DSA approval	6-3, 2013
Construction Begins	6-17, 2013
Completion	10-4, 2013
Designer/Builder Requests Permission to Operate Letter From Utility	10-4, 2013
Permission to Operate Letter Issued by Utility	10-21, 2013
O&M Services and Output Guarantee Start Date (estimated)	12-1, 2013

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

MCFADDEN INTERMEDIATE	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	5-27, 2013
Schematic design approved by District	6-10, 2013
DSA package submitted to DSA and District	8-1, 2013
DSA approval	8-21, 2013
Construction Begins	9-30, 2013
Completion	1-24, 2014
Designer/Builder Requests Permission to Operate Letter From Utility	1-24, 2014
Permission to Operate Letter Issued by the Utility	2-10, 2014
O&M Services and Output Guarantee Start Date (estimated)	4-1, 2014

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

SANTA ANA HIGH SCHOOL	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	5-27, 2013
Schematic design approved by District	6-10, 2013
DSA package submitted to DSA and District	8-1, 2013
DSA approval	8-21, 2013
Construction Begins	9-30, 2013
Completion	1-24, 2014
Designer/Builder Requests Permission to Operate Letter From Utility	1-24, 2014
Permission to Operate Letter Issued by Utility	2-10, 2014
O&M Services and Output Guarantee Start Date (estimated)	4-1, 2014

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

SEGERSTROM HIGH SCHOOL	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	3-4, 2013
Schematic design approved by District	3-11, 2013
DSA package submitted to DSA and District	5-13, 2013
DSA approval	6-3, 2013
Construction Begins	6-17, 2013
Completion	10-18, 2013
Designer/Builder Requests Permission to Operate Letter From Utility	10-18, 2013
Permission to Operate Letter Issued by the Utility	11-4, 2013
O&M Services and Output Guarantee Start Date (estimated)	1-1, 2014

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

TAFT ELEMENTARY SCHOOL	
Milestone	Milestone Date
Award of contract	2-15, 2013
Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	3-4, 2013
Schematic design approved by District	3-11, 2013
DSA package submitted to DSA and District	5-13, 2013
DSA approval	6-3, 2013
Construction Begins	7-1, 2013
Completion	9-27, 2013
Designer/Builder Requests Permission to Operate Letter From Utility	9-27, 2013
Permission to Operate Letter Issued by Utility	10-14, 2013
O&M Services and Output Guarantee Start Date (estimated)	12-1, 2013

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

VALLEY HIGH SCHOOL	
Milestone	Milestone Date
Award of contract	2-15, 2013

Notice to proceed	2-15, 2013
Schematic design submitted to district for approval	8-19, 2013
Schematic design approved by District	9-9, 2013
DSA package submitted to DSA and District	10-28, 2013
DSA approval	2-28, 2014
Construction Begins	6-17, 2014
Completion	10-1, 2014
Designer/Builder Requests Permission to Operate Letter From Utility	10-1, 2014
Permission to Operate Letter Issued by Utility	10-15, 2014
O&M Services and Output Guarantee Start Date (estimated)	12-1, 2014

Completion Date noted in this table applies only to the Construction portion of this Contract and not to the Operations & Maintenance terms, as described in **Exhibit B**, nor the Output Guarantee terms as described in **Exhibit H**.

Exhibit "D"

CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE

SOLAR PV WORK AT ALL SCHOOL SITES

Table D-1

The "Solar PV Work at All School Sites" portion of the Contract Price that is attributable to each School Site is as follows:

Site	Total Capital Charge Costs
Century High School	\$2,970,506
Douglas MacArthur Fundamental Intermediate School	\$859,941
Gerald P. Carr Intermediate	\$2,539,020
Jim Thorpe Fundamental Elementary School	\$1,043,311
Martin R. Heninger Elementary School	\$707,663
McFadden Intermediate	\$1,855,256
Santa Ana High School	\$1,869,046
Segerstrom High School	\$3,774,879
Taft Elementary School	\$2,586,452
Valley High School	\$1,877,652
TOTAL	\$20,083,726

Exhibit "D" (Continued)

ALLOWANCES

The "Allowance" portion of the Contract Price shall be handled as follows:

- All Allowance amounts can only be used as directed by the District.
- All Allowance amounts are used exclusively for the District's purposes and for scope(s) of work as directed by District.
- The Designer/Builder will prepare detailed breakdown of all costs associated with the work defined for the Allowance. These amounts will be charged against the Allowance based on final detailed payment receipts and back-up as required by District, and will include all costs of work performed under the defined work scope.
- If required by District, Designer/Builder shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.
- Designer/Builder shall include in the Contract Price all cost of coordination, supervision, bond costs, supervision, installation and all indirect project costs associated with performing the work of each Allowance. Designer/Builder shall be permitted to charge only its direct costs to perform the work, as indicated through documentation approved by the District.
- At project closeout, unused Cash Allowance amounts shall be credited to the District.

Exhibit "D" (Continued)

TWENTY YEAR OUTPUT GUARANTEE

Table D-2

The "Twenty Year Output Guarantee" portion of the Contract Price that is attributable to each School Site is as follows:

Site	Total Output Guarantee Cost
Century High School	\$38,591
Douglas MacArthur Fundamental Intermediate School	\$9,559
Gerald P. Carr Intermediate	\$42,365
Jim Thorpe Fundamental Elementary School	\$16,900
Martin R. Heninger Elementary School	\$10,106
McFadden Intermediate	\$28,452
Santa Ana High School	\$29,435
Segerstrom High School	\$59,851
Taft Elementary School	\$23,543
Valley High School	\$40,358
TOTAL	\$299,160

Exhibit "D" (Continued)

OPERATIONS AND MAINTENANCE

Table D-3

The "Operations and Maintenance" Charges portion of the Contract Price that is attributable to each School Site is as follows:

Site	Total 20-Year O&M Cost (to be paid in 20 Equal Annual Payments of 1/20 of Each Number Below)
Century High School	\$172,703
Douglas MacArthur Fundamental Intermediate School	\$82,291
Gerald P. Carr Intermediate	\$187,360
Jim Thorpe Fundamental Elementary School	\$102,779
Martin R. Heninger Elementary School	\$85,039
McFadden Intermediate	\$142,963
Santa Ana High School	\$147,940
Segerstrom High School	\$259,391
Taft Elementary School	\$118,260
Valley High School	\$166,016
Totals	\$1,464,741

Exhibit "E"

SCHEDULE OF VALUES

Schedule of Values

Designer/Builder shall prepare a detailed schedule of values for all of the Work that must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the District prior to it being used as a basis for payment.

<u>Schedule of Values</u>		
<u>Activity Name</u>		<u>Percent of Total</u>
<u>Notice to Proceed</u>		0%
<u>Preconstruction Work</u>		
	Design Development	3%
	100% Design completed	4%
	DSA Approval	3%
	Management Labor	1%
<u>Construction</u>		
	Temp Facilities	2%
	Foundations	5%
	Structural Install	20%
	Management Labor	1%
	PV Delivery	20%
	Equipment Delivery	10%
	Electrical installation	10%
	Interconnection	6%
	Commissioning	5%
	Testing	4%
	Management Labor	3%
<u>Final Completion</u>		
	Training	0%
	Punch List	1%
<u>DSA Close out</u>		
	DSA Certification	2%
		100%

Exhibit "F"

DISTRICT'S RULES AND REGULATIONS

1. **Access.** Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Designer/Builder's Work, the overtime wages for the custodian will be paid by the Designer/Builder, unless, at the discretion of the District, other arrangements are made in advance.
2. **Maintaining Services.** The Designer/Builder is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Designer/Builder shall provide temporary services to all facilities interrupted by Designer/Builder's Work.
3. **Maintaining Utilities.** The Designer/Builder shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
4. **Alcohol & Firearms.** Designer/Builder shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Designer/Builder shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
5. **Work During Instructional Time.** Designer/Builder affirms that Work may be performed during ongoing instruction in existing facilities. If so, Designer/Builder agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.
6. **No Work During Student Testing.** Designer/Builder shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests. The District shall provide a testing schedule at least thirty (30) days prior to the start of work.
7. **Badge Policy For Designer/Builders.** All Designer/Builders doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Designer/Builder's staff who are working in a District facility.
 - 7.1. Badges must be filled out in full and contain the following information:
 - 7.1.1. Name of Designer/Builder
 - 7.1.2. Name of Employee
 - 7.1.3. Designer/Builder's address and phone number
 - 7.2. Badges are to be worn when the Designer/Builder or his/her employees are on site and must be visible at all times. Designer/Builders must inform their employees that they are required to allow District employees or the Project Inspector to review the information on the badges upon request.
 - 7.3. Failure to display identification badges as required by this policy may result in the assessment of fines against the Designer/Builder.
8. **Language.** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language

toward students or public will not be allowed.

9. Disturbing the Peace (Noise and Lighting)

- 9.1. Designer/Builder shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- 9.2. The District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios (e.g., Nextel phones or radios).
- 9.3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- 9.4. Equipment and impact tools shall have intake and exhaust mufflers.
- 9.5. Designer/Builder shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.
- 9.6. Designer/Builder acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- 9.7. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

10. Utility Shutdowns And Interruptions

- 10.1. Designer/Builder shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Designer/Builder with shutdown. Work required to re-establish utility services shall be performed by the Designer/Builder.

11. Traffic

- 11.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
- 11.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Designer/Builder.
- 11.3. The District shall designate a construction entry to the Site. If Designer/Builder requests, the District determines it is required, and to the extent possible, the District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with the District and at Designer/Builder's expense.
- 11.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

12. Barriers And Enclosures:

- 12.1. Designer/Builder shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- 12.2. Designer/Builder shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Designer/Builder shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- 12.3. Designer/Builder shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

13. Tree and Plant Protection

- 13.1. Designer/Builder shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
- 13.2. Designer/Builder shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.
- 13.3. Designer/Builder shall not park trucks, store materials, perform Work or cross over landscaped areas. Designer/Builder shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Designer/Builder's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
- 13.4. Designer/Builder shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Designer/Builder's expense.

14. Excavation Around Trees

- 14.1. Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
- 14.2. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.
- 14.3. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

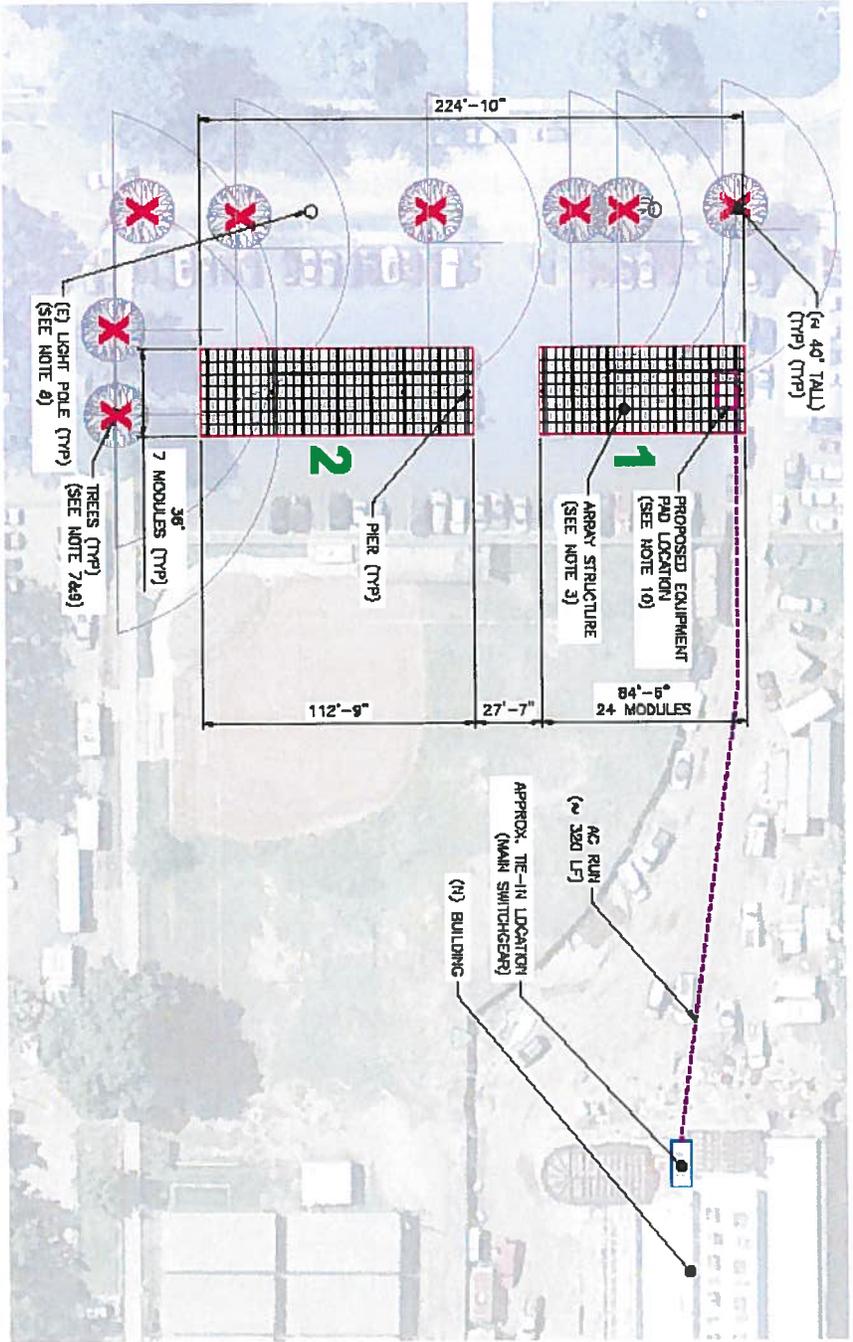
- 14.4. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
- 14.5. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- 14.6. Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

15. Security

- 15.1. The Designer/Builder shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

16. Dust and Dirt

- 16.1. Designer/Builder shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
 - 16.2. Designer/Builder shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
 - 16.3. Designer/Builder shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
 - 16.4. Designer/Builder shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.
- 17. Job Sign(s):** Signs other than a District-approved Project sign and/or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.
- 18. Publicity Releases.** Designer/Builder shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).



1 ARRAY LAYOUT
SCALE: 1/32" = 1'-0"

- LEGEND:**
1. 85 MPH WIND ZONE, EXCEPTING B
 2. 100 MPH WIND ZONE, EXCEPTING B
 3. 110 MPH WIND ZONE, EXCEPTING B
 4. 120 MPH WIND ZONE, EXCEPTING B
 5. BUILDING CODE, REMOVALS BY N/A, EXCEPTING FROM EXISTING BUILDINGS
 6. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 7. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 8. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 9. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 10. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 11. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 12. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 13. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS
 14. TREE REMOVALS, EXCEPTING FROM EXISTING BUILDINGS

ARRAY SQUARE TABLE

ARRAY	# MODULES	ROW	SPACE	ASPECT	TILT
1	188	64.84	21.00	0°	5°
2	234	72.15	28.00	0°	5°
TOTAL	302	128.19	49		

REVISIONS

NO.	DATE	DESCRIPTION
1	01/11/2011	ISSUE FOR PERMIT
2	01/11/2011	REVISIONS TO PERMIT
3	01/11/2011	REVISIONS TO PERMIT
4	01/11/2011	REVISIONS TO PERMIT
5	01/11/2011	REVISIONS TO PERMIT
6	01/11/2011	REVISIONS TO PERMIT
7	01/11/2011	REVISIONS TO PERMIT
8	01/11/2011	REVISIONS TO PERMIT
9	01/11/2011	REVISIONS TO PERMIT
10	01/11/2011	REVISIONS TO PERMIT
11	01/11/2011	REVISIONS TO PERMIT
12	01/11/2011	REVISIONS TO PERMIT
13	01/11/2011	REVISIONS TO PERMIT
14	01/11/2011	REVISIONS TO PERMIT
15	01/11/2011	REVISIONS TO PERMIT
16	01/11/2011	REVISIONS TO PERMIT
17	01/11/2011	REVISIONS TO PERMIT
18	01/11/2011	REVISIONS TO PERMIT
19	01/11/2011	REVISIONS TO PERMIT
20	01/11/2011	REVISIONS TO PERMIT

REVISIONS

1. 11/11/2011

2. 11/11/2011

3. 11/11/2011

4. 11/11/2011

5. 11/11/2011

6. 11/11/2011

7. 11/11/2011

8. 11/11/2011

9. 11/11/2011

10. 11/11/2011

11. 11/11/2011

12. 11/11/2011

13. 11/11/2011

14. 11/11/2011

15. 11/11/2011

16. 11/11/2011

17. 11/11/2011

18. 11/11/2011

19. 11/11/2011

20. 11/11/2011



SITE

LONGITUDE: 117°22'23.02" W

LATITUDE: 33°41'31.77" N

SANTA ANA UNIFIED SCHOOL
HENINGER ELEMENTARY SCHOOL
505 W. WALNUT ST.
SANTA ANA, CA 92701

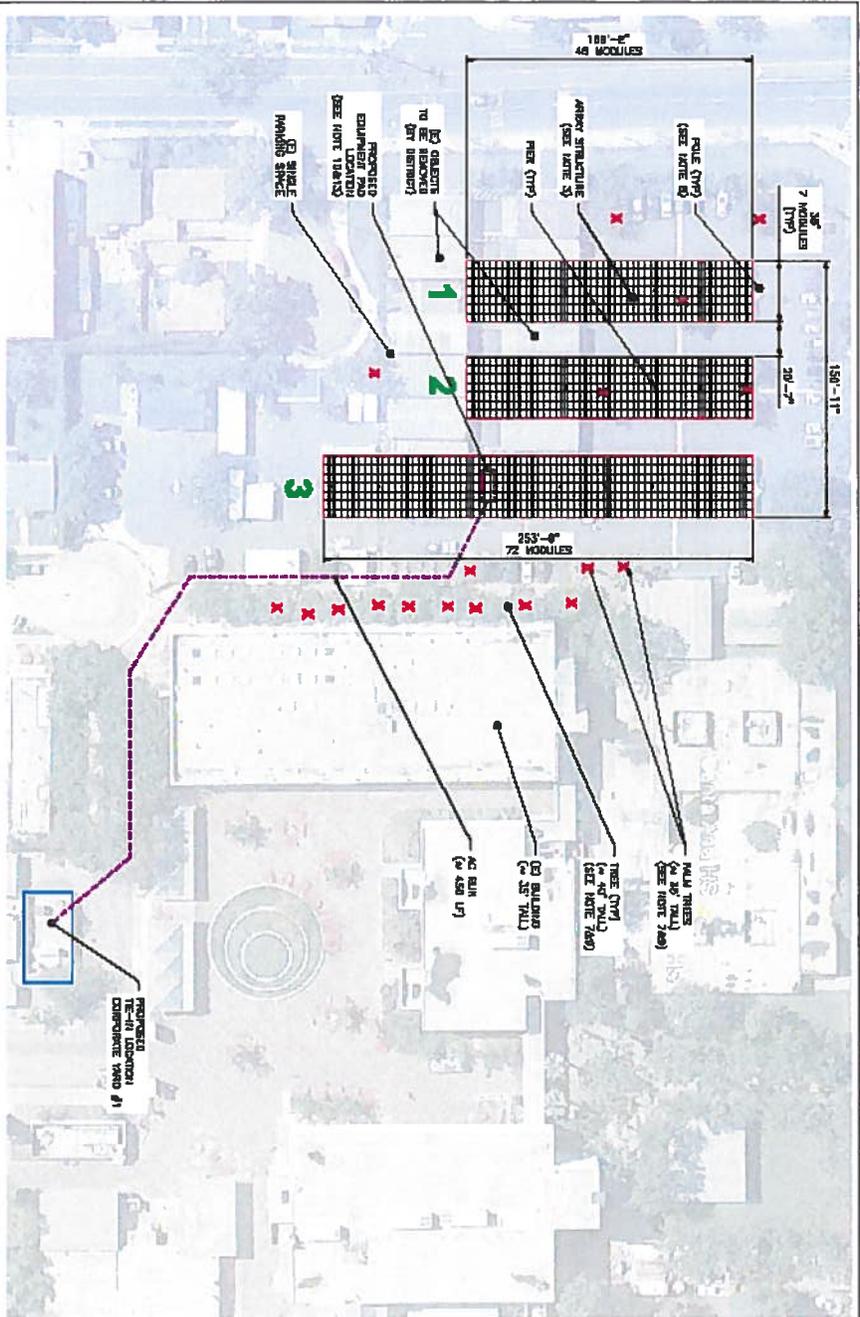
PARKING FIXED TILT

SUNPOWER

10000 W. CENTRAL EXPRESSWAY, SUITE 100
SANTA ANA, CA 92705
TEL: 949.440.8888

GENERAL NOTES

1. THE PROPOSED ARRAY LAYOUT SHOWN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS SUBJECT TO CHANGE BASED ON THE ACTUAL SITE CONDITIONS AND THE DATE OF THE PERMIT.
2. THE PERMITTING AGENCY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. THE PERMITTING AGENCY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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18. THE PERMITTING AGENCY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
19. THE PERMITTING AGENCY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
20. THE PERMITTING AGENCY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



1 ARRAY LAYOUT
SCALE 1/32"=1'-0"

- LEGEND:**
1. AS PER THE 2018 SPECIFICATIONS
 2. AS PER THE 2018 SPECIFICATIONS
 3. AS PER THE 2018 SPECIFICATIONS
 4. AS PER THE 2018 SPECIFICATIONS
 5. AS PER THE 2018 SPECIFICATIONS
 6. AS PER THE 2018 SPECIFICATIONS
 7. AS PER THE 2018 SPECIFICATIONS
 8. AS PER THE 2018 SPECIFICATIONS
 9. AS PER THE 2018 SPECIFICATIONS
 10. AS PER THE 2018 SPECIFICATIONS
 11. AS PER THE 2018 SPECIFICATIONS
 12. AS PER THE 2018 SPECIFICATIONS
 13. AS PER THE 2018 SPECIFICATIONS



WEATHER DATA
LATITUDE: 33°43'38.42"N
LONGITUDE: 117°28'28.17"W

- LEGEND:**
- PROPOSED TREE REMOVAL
 - PROPOSED TREKING/HS
 - PROPOSED EQUIPMENT PAD
 - PROPOSED TILT-IN LOCKDOWN

ARRAY SUMMARY TABLE

ARRAY	# MODULES	IMP	STRUC	ASPH/FT	TILT
1	338	108.27	42.10	97	0°
2	338	108.27	42.10	60	0°
3	594	184.61	63.60	90°	5°
TOTAL	1170	384.55	147		

PROPOSED TILT-IN LOCKDOWN COMPENSATE YARD #1

PROPOSED TREE REMOVAL

PROPOSED TREKING/HS

PROPOSED EQUIPMENT PAD

PROPOSED TILT-IN LOCKDOWN

REVISIONS

NO.	DATE	DESCRIPTION
1	05/15/20	ISSUED FOR PERMITS
2	05/20/20	REVISED PER COMMENTS
3	06/01/20	REVISED PER COMMENTS
4	06/15/20	REVISED PER COMMENTS
5	06/25/20	REVISED PER COMMENTS

PERMITS

NO.	DATE	DESCRIPTION
1	05/15/20	ISSUED FOR PERMITS
2	05/20/20	REVISED PER COMMENTS
3	06/01/20	REVISED PER COMMENTS
4	06/15/20	REVISED PER COMMENTS
5	06/25/20	REVISED PER COMMENTS

SANTA ANA UNIFIED SCHOOL DISTRICT
SANTA ANA HIGH SCHOOL
800 N VALLETT ST
SANTA ANA, CA 92701

PARKING FIXED TILT

SUNPOWER
1000 WASHINGTON STREET
SANTA ANA, CA 92701
(714) 944-8888

Exhibit "H"

**AGREEMENT FOR
OUTPUT GUARANTEE AND PARAMETERS AND ENERGY OUTPUT DATA FOR SCHOOL SITES**

This Agreement for Output Guarantee and Parameters and Energy Output Data for School Sites ("PeGu Agreement") dated [_____] ("Effective Date"), is entered into by and between SunPower Corporation, Systems, a Delaware corporation ("SunPower"), and Santa Ana Unified School District, a California school district ("District" or "Customer"). In this Agreement, SunPower and Customer are referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, SunPower and Customer have separately entered into an Agreement for Design and Construction ("Solar Agreement") pursuant to which SunPower has designed and constructed a System for the production of energy for the District's use; and

WHEREAS, SunPower and Customer desire to enter into an agreement pursuant to which SunPower will guarantee annual energy generation by the System;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, SunPower and Customer agree as follows:

1. Defined Terms.

- 1.1. **Actual Generation** means, for each Guarantee Year during the Term, the System's alternating current or "AC" electricity production in kilowatt-hours ("kWh") as measured pursuant to the provisions and formulas herein under "Guaranteed Payment."
- 1.2. **Avoided Energy Price per kWh** means the amount that the Customer will be paid for each Kilowatt-hour as set out in **Exhibit A: Avoided Energy Price**.
- 1.3. **Commissioning Date** means the date the System is capable of commercial deliveries of energy to the full extent of its designed capacity and commences delivery of energy for sale or use.
- 1.4. **Customer Responsibilities** shall have the meaning set forth herein.
- 1.5. **Data Acquisition System or DAS** means SunPower's system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-site and software housed on SunPower's DAS server. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the Sites: actual AC electricity production of the System (in kWh) and solar irradiance (in W/m²).
- 1.6. **Expected Energy** means, for the System in a specified Guarantee Year, the kilowatt hours set forth in the Solar Agreement or Addendum for a specific Site.
- 1.7. **Force Majeure** means the same as that term is defined in the Solar Agreement, plus the following:
 - 1.7.1. Impingements on solar access by structures or activities on neighboring sites or by facilities that are beyond the control of either Party;
 - 1.7.2. Externally caused outages, including:
 - 1.7.2.1. **Network Disturbance Hours:** hours during which a fluctuation in the utility network parameters (e.g., a frequency or voltage variation) disconnected the inverters or facility from the utility network and prevented energy from being evacuated from the facility.
 - 1.7.2.2. **Network Outage Hours:** hours during which a failure in the distribution network or in the connection infrastructure prevented energy from being evacuated from the facility.
 - 1.7.2.3. **Owner Caused Hours:** hours during which the equipment or facility is off-line due to District -

required outages.

1.7.2.4. Major Maintenance Hours: hours during which the equipment or facility is off-line due to District-requested major maintenance work that falls outside of the scope of the services required within the O&M Agreement, and the warranties required herein.

1.7.3. Unless an inverter failure is due to a Force Majeure event, the Parties agree that as long as Designer/Builder is the Operator pursuant to the O&M Agreement, a failure of inverter(s) does not constitute a Force Majeure event and does not excuse Designer/Builder's obligation to provide the required Expected Energy to the District, assuming the District is not in breach of the O&M Agreement, the terms of the Output Guarantee, or has failed to pay for required repairs to the applicable inverter(s).

- 1.8. **Guaranteed Level** means 95% of the Expected Energy for a Guarantee Year for specified System(s).*
- 1.9. **Guarantee Year** means each successive 12-month period during the Term commencing on the first day of the Term.*
- 1.10. **Kilowatt-hour or kWh** means electrical energy expressed in kilowatt-hours and recorded from the kWh interval records of the Revenue Meter.*
- 1.11. **Operations & Maintenance Agreement** (or "O&M" Agreement) means that certain Operations & Maintenance Agreement of even date herewith between SunPower Energy Systems Corporation, an affiliate of SunPower, and Customer.*
- 1.12. **PVSim** means the software program utilized by SunPower to predict the amount of energy a Solar Power System will produce in an average year which currently has the following characteristics: (1) based on PVFORM, the photovoltaic simulation software produced by Sandia National Laboratories and the US Department of Energy, (2) all photovoltaic characteristics are modeled, (3) all ancillary array losses are taken into account and (4) PVSim simulations use either measured data or typical meteorological year files from Meteororm and NREL.*
- 1.13. **Revenue Meter** means the principal meter of a given System from which energy output is read and documented.*
- 1.14. **SEMMY** or Simulated Energy in a Measured Meteorological Year, means, with respect to any Guarantee Year, Year 1 AC Energy output of the System simulated by PVSim using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used in calculating SETMY.*
- 1.15. **SETMY** or Simulated Energy for a Typical Meteorological Year, means the Year 1 AC Energy output of the System simulated by PVSim using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.*
- 1.16. **Site** means the real estate where the System and any support structure are located including any building and building roof that touch or support the System.*
- 1.17. **Solar Agreement** means the Agreement for Design and Construction between SunPower and Customer.*
- 1.18. **System** means Customer's photovoltaic system located at the Site and purchased from SunPower as more particularly identified in the Solar Agreement.*
- 1.19. **Subcontractor** means, any person or firm who contracts with SunPower or with any contractor of any tier operating under a contract with SunPower to provide or furnish any supplies, materials, equipment, or services of any kind, whether design, construction, service, or otherwise, for the System.*
- 1.20. **Term:** The Output Guarantee Start Date for each System is the day the CSI incentive payment accrual begins and will remain in effect for twenty [20] years from that date. If a system is not eligible for a CSI incentive, the Output Guarantee Start Date is the date of the Permission to operate letter from SCE for the specific Site. The termination provisions in the Operations & Maintenance Agreement shall alter the enforceability of the Output Guarantee, as indicated in those termination provisions.*
- 1.21. **True-up Period** means each successive five ([5]) year period during the Term commencing on the first day*

of the Term.

1.22. **Weather Adjustment** means the method for reconciling expected kWh during a typical weather year with the actual meteorological conditions measured on-site, pursuant to the provisions and formulas herein under "Guaranteed Output Calculations."

1.23. **Weather File** means the following typical meteorological year data set, which contains average hourly values of measured solar radiation, temperature, and wind speed: Santa Ana International Airport NREL TMY3.

2. Guaranteed Output Calculations.

2.1. SunPower shall calculate the Annual Deficit for each Guarantee Year during the Term:

2.2. $Annual\ Deficit = ((Expected\ Energy \times Guaranteed\ Level) \times Weather\ Adjustment) - Actual\ Generation$
 $Annual\ Deficit = ((Expected\ Energy \times Guaranteed\ Level) \times Weather\ Adjustment) - Actual\ Generation$

2.3. Where "Weather Adjustment" means the following ratio:

2.4. $\frac{Simulated\ Energy\ in\ a\ Measured\ Meteorological\ Year\ (SEMMY)}{Simulated\ Energy\ for\ a\ Typical\ Meteorological\ Year\ (SETMY)}$ $\frac{Simulated\ Energy\ in\ a\ Measured\ Meteorological\ Year\ (SEMMY)}{Simulated\ Energy\ for\ a\ Typical\ Meteorological\ Year\ (SETMY)}$

2.5. For each Guarantee Year, SunPower shall calculate the Annual Deficit.

3. Guarantee Payment.

3.1. At the end of each True-up Period:

3.1.1. if the $\sum Annual\ Deficits > 0$, then SunPower shall pay to Customer an amount equal to the product of (i) the Annual Deficit and (ii) the Avoided Energy Price per kWh for each Guarantee Year, with each product then aggregated for the Guarantee Years comprising such True-Up Period (a "Guarantee Payment");

3.1.2. SunPower shall, by invoice, promptly notify Customer of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.

3.1.3. SunPower shall provide Customer with a report detailing the calculations set forth in the "Guaranteed Output Calculations" and the "Guarantee Payment" Sections. This report shall contain sufficient information for the Customer to be able to determine the accuracy of SunPower's conclusion as the amount, if any, of Guarantee Payment.

(i)

4. Actual Generation Measurement. The process for measuring Actual Generation for each Guarantee Year shall be:

4.1. **Initial Output Data Collection.** During the Term, SunPower will collect energy output data using its Data Acquisition System. For each Guarantee Year, SunPower will sum the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Year.

4.2. **Equipment Calibration and Replacement.** SunPower may request to have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty months. SunPower shall notify the other party of the scheduled calibration date and time no less than 30 days prior, and shall provide the Customer written proof of calibration or replacement.

4.3. **Contingency for Equipment Failure.** In the event of hardware, communication, or other failure affecting the DAS, SunPower will make commercially reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, Actual Generation shall be adjusted to compensate for such lost data, which shall be SunPower's sole liability, and Customer's exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS:

4.3.1. In lieu of lost meteorological data, SunPower will utilize such data obtained from a nearby meteorological station that SunPower monitors and selects for such purpose.

4.3.2. In lieu of lost electricity data, SunPower will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, SunPower will simulate electricity production during the missing interval utilizing measured meteorological data and PVSIM. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Year.

5. Guarantee

5.1. SunPower guarantees to Customer that the Actual Generation of the System during any Guarantee Year, subject to the limitations, terms and conditions stated in the Solar Agreement, into which this Performance Guarantee Standard Terms ("PeGu Agreement") is incorporated, shall be not less than the product of the Guaranteed Level and the Expected Energy, as adjusted for measured meteorological conditions in 1.23 of this PeGu Agreement.

6. Customer Responsibilities.

- 6.1. Throughout the Term, and as conditions to the obligations of SunPower hereunder, Customer shall:
- 6.2. maintain an Operations & Maintenance Agreement with SunPower for the System and allow repairs in a timely fashion as may be recommended from time to time by SunPower;
- 6.3. not be in breach of any Customer obligations under the Solar Agreement;
- 6.4. grant reasonable access to the System by SunPower personnel and representatives;
- 6.5. insure that Primary and Secondary Contacts have the capability to resolve any failures of DAS communications, and
- 6.6. not modify, alter, damage, service, shade, or repair, without SunPower's prior written approval, any part of the System, the supporting structure for the System (including building roof, if applicable), or the associated wiring.

7. Customer's Failure to Uphold Responsibilities.

- 7.1. SunPower's obligations under this PeGu Agreement shall be suspended for the duration of Customer's failure to satisfy one or more of Customer Responsibilities as indicated herein. SunPower shall promptly notify Customer of any such failures ("Out of Compliance Letter"), but in no case later than seventy-two (72) hours after notice of any alleged failure of Customer to satisfy one or more of Customer Responsibilities. Upon Customer's cure of all failures described in an Out of Compliance Letter, SunPower will notify Customer ("In Compliance Letter") that Customer is complying with Customer Responsibilities. For any period between the issuance of an Out of Compliance Letter and of an In Compliance Letter (a "Noncompliance Period"), SunPower shall have no liability under this PeGu Agreement. Each month in which there is a Noncompliance Period and any Actual Generation in such month(s) shall be disregarded in the calculation of Annual Deficits or Annual Surpluses as indicated herein and the Expected kWh for any Guarantee Year in which there is a Noncompliance Period shall be reduced by an amount proportionate to the period so disregarded and to the actual or reasonably estimated meteorological data during such period.
- 7.2. Any dispute as to whether Customer in fact has failed to satisfy one or more of Customer Responsibilities shall be resolved pursuant to the Dispute provisions of the Solar Agreement.

8. Adjustment of Expected Energy.

- 8.1. If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:
- 8.2. A material portion of the components of the System fail, and the manufacturer of such component(s) refuses, or otherwise fails to honor its corresponding warranty;
- 8.3. There is structural failure in a building supporting the System;

- 8.4. There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission;
- 8.5. There is an event of Force Majeure; or
- 8.6. There is any change in usage of or structures on any of the Sites, or buildings at or near any of the Sites, which causes additional shading, soiling, or otherwise reduced performance of the System.

9. Notification of Changes to Expected Energy.

If either Party determines that any changes to Expected Energy are required based on an event or events described herein that, then that Party shall notify the other Party in writing of the basis for its determination and shall either provide revised definitions of Expected Energy in exhibits. The Parties shall negotiate in good faith whether to revise the Expected Energy and, if mutually agreed to by the Parties, the Parties shall revise this PeGu Agreement pursuant to the terms of this PeGu Agreement.

10. Additional Provisions.

10.1. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the persons indicated below. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery. If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

If to District:	If to Developer:
<p>Santa Ana Unified School District</p> <p>_____</p> <p>_____, CA 9 _____</p> <p>Attention: _____</p> <p>Telephone: () ____ - _____</p> <p>Facsimile: () ____ - _____</p>	<p>SunPower Corporation, Systems</p> <p>_____</p> <p>_____, CA 9 _____</p> <p>Attention: _____</p> <p>Telephone: () ____ - _____</p> <p>Facsimile: () ____ - _____</p>

10.2. **Disputes.** Disputes between the parties arising out of this PeGu Agreement shall be resolved by the following processes:

10.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this PeGu Agreement by negotiation.

10.2.2. **Mediation.** Within 30 days, but no earlier than 15 days, following the earlier of (1) receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

10.2.3. **Litigation.** Disputes arising from this PeGu Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this PeGu Agreement is located.

10.3. Amendments.

This Agreement may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this Agreement and signed by both parties, or as specifically allowed under the terms and conditions outlined in this Agreement

10.4. Severability.

If any part of this Agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the enforceability of any other part hereof.

10.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10.6. Successors and Assigns.

Except as provided herein, no party may assign this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Either party may assign the Agreement without consent to a parent or subsidiary, an acquirer of assets, or a successor by merger. Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Agreement upon any person or entity other than the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this O&M Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Santa Ana Unified School District

SunPower Corporation, Systems

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit A: Avoided Energy Price

The \$0.1847 SCE Avoided Cost Rate in the table below is an estimated value based on preliminary analysis. Subsequent to Design Development and detailed determination of PV system size and optimal SCE tariff at each site, the SCE Avoided Cost Rate is subject to modification at each site. The Output Guarantee price will be adjusted accordingly based on the following calculation: If the avoided cost rate goes down 5% at a particular site, the Output Guarantee price will go down 5%.

Guarantee Year	SCE Avoided Cost Rate	CSI Incentive Rate	Avoided Energy Price (\$/kWh)
1	\$0.1652	\$0.139	\$0.3042
2	\$0.1702	\$0.139	\$0.3092
3	\$0.1753	\$0.139	\$0.3143
4	\$0.1805	\$0.139	\$0.3195
5	\$0.1860	\$0.139	\$0.3250
6	\$0.1915	\$-	\$0.1915
7	\$0.1973	\$-	\$0.1973
8	\$0.2032	\$-	\$0.2032
9	\$0.2093	\$-	\$0.2093
10	\$0.2156	\$-	\$0.2156
11	\$0.2221	\$-	\$0.2221
12	\$0.2287	\$-	\$0.2287
13	\$0.2356	\$-	\$0.2356
14	\$0.2426	\$-	\$0.2426
15	\$0.2499	\$-	\$0.2499
16	\$0.2574	\$-	\$0.2574
17	\$0.2651	\$-	\$0.2651
18	\$0.2731	\$-	\$0.2731
19	\$0.2813	\$-	\$0.2813
20	\$0.2897	\$-	\$0.2897

Exhibit "I"
WARRANTIES

The following warranties are the standard warranties from the manufacturers of components of the System. Designer/Builder is assigning these warranties to the District and these warranties shall not, in any way, reduce or limit the Output Guarantee and/or any additional warranty terms or durations indicated in the Contract.

Photovoltaic Module Warranty
25-year

Inverter Warranty
20-year

Designer/Builder shall provide Owner with an extended manufacturer's warranty for the inverters for an additional ten years (for a total inverter(s) warranty period to the District of twenty (20) years) under the same terms as the following terms of the initial ten (10) year warranty from the manufacturer.

Exhibit "J"
ACADEMY PROGRAM

The Project is funded with the use of Qualified Zone Academy Bond (QZAB) financing. Pursuant to the requirements of QZAB, the Parties' QZAB partner(s) Project Lead the Way ("QZAB Partner") shall institute academy(s) for the benefit of District students (Academy). The Academy shall be structured as indicated herein.

The Parties acknowledge that the District and the QZAB Partner shall enter into a separate agreement to initiate, establish, and operate the Academy

- The Academy shall provide for the development of science, technology, engineering, and mathematic academies.

The QZAB Partner shall provide the contributions as committed to in its final Letter of Support dated October 19, 2012 for purposes of satisfying the QZAB requirements and for implementation and operation of the Academy(s), including any or all combinations of the following:

- Equipment and technology for use by the academy
- Classroom enhancements/modifications
- Educational curriculum
- Student training, workshops, field trips, internships, mentorships
- Teacher and staff professional development and training
- Labor and technical assistance

- The curriculum of the Academy(s) shall include, without limitation:
 - STEM principles integrated with Common Core State Standards.
 - Activities to prepare students to pursue post-secondary education and careers in STEM-related fields.
 - Hands-on learning to engage students on multiple levels, exposing them to areas of study that they may not otherwise pursue, and providing them with a foundation and path to success in STEM-related fields.
 - Example courses may include:
 - Introduction to Engineering Design
 - Principles of Engineering
 - Aerospace Engineering
 - Biotechnical Engineering
 - Civil Engineering and Architecture
 - Computer Integrated Manufacturing
 - Digital Electronics
 - Engineering Design and Development

Exhibit "K"
ADDITIONAL CONTRACT DOCUMENTS
TO
AGREEMENT FOR DESIGN AND CONSTRUCTION

Santa Ana Unified School District
and
SunPower Corporation, Systems

- Coordination and Project Meetings
- Construction Schedule - Network Analysis
- Submittals
- Regulatory Requirements
- Testing Laboratory Services
- Temporary Facilities and Controls
- Site Standards
- Temporary Tree and Plant Protection
- Storm Water Pollution Prevention Plan – Construction
- Materials and Equipment
- Delivery, Storage and Handling
- Contract Closeout and Final Cleaning
- Field Engineering
- Cutting and Patching
- Demolition Waste Management
- Operation and Maintenance Data
- Warranties
- Record Documents
- Commissioning
- School Site Test Calendar

COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Coordination Responsibilities of the Designer/Builder
- 1.1.2. Field Engineering Responsibilities of the Designer/Builder
- 1.1.3. Preconstruction Conference.
- 1.1.4. Progress Meetings.
- 1.1.5. Pre-Installation Conferences.
- 1.1.6. Post Construction Dedication.

1.2. COORDINATION RESPONSIBILITIES OF THE DESIGNER/BUILDER

- 1.2.1. Coordinate scheduling, submittals, and Work of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 1.2.2. Prior to commencement of a particular type or kind of work examine relevant information, contract documents, and subsequent data issued to the Project.
- 1.2.3. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 1.2.4. Closing up of holes, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.5. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 1.2.6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- 1.2.7. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating, or installing any of the elements required to be coordinated.
- 1.2.8. Closing up of walls, partitions or furred spaces, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.9. Coordinate completion and clean up of Work of separate sections in preparation for completion and for portions of work designated for District's occupancy.
- 1.2.10. After District occupancy of Project, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.
- 1.2.11. Coordinate all utility company work in accordance with the Contract Documents.

1.3. FIELD ENGINEERING RESPONSIBILITIES OF THE DESIGNER/BUILDER

- 1.3.1. Designer/Builder shall employ a Land Surveyor registered in the State of California and acceptable to the District.
- 1.3.2. Control datum for survey is that established by District provided survey. Designer/Builder to locate and protect survey control and reference points.
- 1.3.3. Replace dislocated survey control points based on original survey control.
- 1.3.4. Provide field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices.
- 1.3.5. Upon completion of Work, submit certificate signed by the Land Surveyor, that elevations and locations of Work are in conformance with Contract Documents. Record

deviations on Record Drawings.

1.4. PRECONSTRUCTION CONFERENCE

- 1.4.1. Construction Manager or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to Project mobilization.
- 1.4.2. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, District, Designer/Builder, Designer/Builder's Project Manager, and Designer/Builder's Job/Project Superintendent.
- 1.4.3. Optional Attendance: District's consultants, subcontractors, and utility company representatives.
- 1.4.4. Construction Manager shall preside at conference and shall prepare and record minutes and distribute copies.
- 1.4.5. Agenda:
 - 1.4.5.1. Execution of District-Designer/Builder Contract.
 - 1.4.5.2. Issue Notice to Proceed.
 - 1.4.5.3. Submission of executed bonds and insurance certificates.
 - 1.4.5.4. Distribution of Contract Documents.
 - 1.4.5.5. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.
 - 1.4.5.6. Designation of responsible personnel representing the parties.
 - 1.4.5.7. Procedures for processing Construction Directives and Change Orders.
 - 1.4.5.8. Procedures for Request for Information.
 - 1.4.5.9. Procedures for testing and inspecting.
 - 1.4.5.10. Procedures for processing applications for payment.
 - 1.4.5.11. Procedures for Project closeout.
 - 1.4.5.12. Use of Premises.
 - 1.4.5.13. Work restrictions.
 - 1.4.5.14. District's occupancy requirements or options.
 - 1.4.5.15. Responsibility for temporary facilities and controls.
 - 1.4.5.16. Construction waste management and recycling.
 - 1.4.5.17. Parking availability.
 - 1.4.5.18. Office, work and storage areas.
 - 1.4.5.19. Equipment deliveries and priority.
 - 1.4.5.20. Security.
 - 1.4.5.21. Progress cleaning.

1.5. PROGRESS MEETINGS

- 1.5.1. Construction Manager shall schedule and administer meetings throughout progress of the Work at a minimum of every week.
- 1.5.2. Construction Manager or Project Engineer will make arrangements for meetings, prepare agenda, and preside at meetings and shall record minutes (Field Reports), and distribute copies.
- 1.5.3. Attendance Required: Job Superintendent, Construction Manager, Project Engineer, Project Inspector (Inspector of Record), District, Subcontractors, and suppliers as appropriate to agenda topics for each meeting.
- 1.5.4. Agenda:
 - 1.5.4.1. Review minutes of previous meetings. (Field Reports)
 - 1.5.4.2. Review of Work progress.
 - 1.5.4.3. Field observations, problems, and decisions.
 - 1.5.4.4. Identification of problems which impede planned progress.
 - 1.5.4.5. Review of submittals schedule and status of submittals.
 - 1.5.4.6. Review of off-site fabrication and delivery schedules.
 - 1.5.4.7. Maintenance of construction schedule.
 - 1.5.4.8. Corrective measures to regain projected schedules.
 - 1.5.4.9. Planned progress during succeeding work period.

- 1.5.4.10. Coordination of projected progress.
- 1.5.4.11. Maintenance of quality and work standards.
- 1.5.4.12. Effect of proposed changes on progress schedule and coordination.
- 1.5.4.13. Other business relating to Work.

1.5.5. District has authority to schedule meetings other than those listed, as necessary.

1.6. PRE-INSTALLATION CONFERENCES

- 1.6.1. When required in individual specification section, Designer/Builder shall convene a pre-installation conference prior to commencing work of the section. Refer to individual specification section for timing requirements of conference.
- 1.6.2. Designer/Builder shall require his/her subcontractors and suppliers directly affecting, or affected by, work of the specific section to attend.
- 1.6.3. Notify the Construction Manager, Project Engineer, Inspector of Record, and District four (4) days in advance of meeting date.
- 1.6.4. The pre-installation conference may coincide with a regularly scheduled progress meeting.
- 1.6.5. Designer/Builder shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants.
- 1.6.6. The purpose of the meeting will be to review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related work and manufacturer's recommendations.
- 1.6.7. Pre-installation Schedule: As a minimum, Work being installed under the Contract Documents technical sections will require pre-installation conferences. Designer/Builder shall review the technical specifications and add all additional requirements for pre-installation meetings contained in those sections.

1.7. POST CONSTRUCTION DEDICATION

- 1.7.1. Attendance Required: Project Superintendent, Designer/Builder, Project Manager, major subcontractors, Construction Manager, Project Engineer, Inspector of Record, and District.
- 1.7.2. Preparation prior to Dedication: Designer/Builder and appropriate subcontractors and suppliers shall:
- 1.7.3. Assist District in operation of mechanical devices and systems.
 - 1.7.3.1. Verify operation and adjust controls for communication systems.
 - 1.7.3.2. Assist District in operation of lighting systems.

END OF DOCUMENT

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. REFERENCES

- 1.1.1. Construction Planning and Scheduling Manual - A Manual for General Designer/Builders and the Construction Industry, The Associated General Designer/Builders of America (AGC).
- 1.1.2. CSI - Construction Specifications Institute MP-2-1 Master Format.
- 1.1.3. U.S. National Weather Service - Local Climatological Data.

1.2. PERFORMANCE REQUIREMENTS

- 1.2.1. Ensure adequate scheduling during construction activities so Work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- 1.2.2. Ensure coordination of Designer/Builder and subcontractors at all levels.
- 1.2.3. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of Products, materials and equipment.
- 1.2.4. Ensure on-time delivery of District furnished Products, materials and equipment.
- 1.2.5. Ensure coordination of jurisdictional reviews.
- 1.2.6. Prepare applications for payment.
- 1.2.7. Monitor progress of Work.
- 1.2.8. Prepare proper requests for changes to Contract Time.
- 1.2.9. Prepare proper requests for changes to Construction Schedule.
- 1.2.10. Assist in detection of schedule delays and identification of corrective actions.

1.3. QUALITY ASSURANCE

- 1.3.1. Perform scheduling work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- 1.3.2. Maintain one copy of Construction Planning and Scheduling Manual on Site.
- 1.3.3. In the event of discrepancy between the AGC publication and the Contract Documents, provisions of the Contract Documents shall govern.

1.4. QUALIFICATIONS

1.4.1. Scheduler:

- 1.4.1.1. Designer/Builder shall retain a construction scheduler to work in enough capacity to perform all of the Designer/Builder's requirements to prepare the Construction Schedule. The Scheduler shall plan, coordinate, execute, and monitor a cost/resource loaded CPM schedule as required for Project and have a minimum of five (5) years direct experience using P6
 - 1.4.1.2. (or other pre-approved program).
 - 1.4.1.3. Scheduler will cooperate with District and shall be available on site for monitoring, maintaining and updating schedules in a timely manner.
 - 1.4.1.4. District has the right to reject the Scheduler based upon a lack of experience as required by this Document or based on lack of performance and timeliness of schedule submittals/fragnets on past projects. Designer/Builder shall within seven (7) calendar days of District's rejection, propose another scheduler who meets the experience requirements stated above.
- 1.4.2. **Administrative Personnel:** Five (5) years minimum experience in using and monitoring schedules on comparable projects.

1.5. SUBMITTALS

- 1.5.1. Submission of submittals pursuant to Document 01300. Adobe "PDF" files are not acceptable.
- 1.5.2. Submit Short Interval Schedule at each Construction Progress Meeting.
- 1.5.3. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed delay.
- 1.5.4. Submit Recovery Schedules as required for timely completion of Work or when

demanded by the District.

1.5.5. Submit job cost reports when demanded by the District.

1.5.6. Submit one (1) reproducible and two (2) copies of each schedule and cost report.

1.6. REVIEW AND EVALUATION

1.6.1. Designer/Builder shall participate in joint review of Construction Schedule and Reports with District and Construction Manager.

1.6.2. Within seven (7) days of receipt of District and Construction Manager's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.

1.6.3. In the event that an activity or element of Work is not detected by District or Construction Manager review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.

1.6.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any progress payments.

1.6.5. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.

1.6.6. Review and acceptance by District and Construction Manager of Preliminary Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.

1.7. FORMAT

1.7.1. Prepare diagrams and supporting mathematical analyses using Precedence Diagramming Method, under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.

1.7.2. **Listings:** Reading from left to right, in ascending order for each activity.

1.7.3. **Diagram Size:** 11X17.

1.7.4. **Scale and Spacing:** To allow for legible notations and revisions.

1.7.5. Illustrate order and interdependence of activities and sequence of Work.

1.7.6. Illustrate complete sequence of construction by activity.

1.7.7. Provide legend of symbols and abbreviations used.

1.8. COST AND SCHEDULE REPORTS

1.8.1. **Activity Analysis:** Tabulate each activity of network diagram and identify for each activity:

1.8.1.1. Description.

1.8.1.2. Interface with outside contractors or agencies.

1.8.1.3. Number.

1.8.1.4. Preceding and following number.

1.8.1.5. Duration.

1.8.1.6. Earliest start date, earliest finish date.

1.8.1.7. Actual start date, actual finish date.

1.8.1.8. Latest start date, latest finish date.

1.8.1.9. Total and free float.

1.8.1.10. Identification of critical path activity.

1.8.1.11. Monetary value keyed to Schedule of Values.

1.8.1.12. delete

1.8.1.13. delete

1.8.1.14. Percentage complete.

1.8.1.15. Variance positive or negative.

1.8.2. **Cost Report:** Tabulate each activity of network diagram and identify for each activity:

1.8.2.1. Description.

1.8.2.2. Number.

1.8.2.3. Total cost.

- 1.8.2.4. Percentage complete.
- 1.8.2.5. Value prior to current period.
- 1.8.2.6. Value this period.
- 1.8.2.7. Value to date.
- 1.8.3. **Required Sorts:** List activities in sorts or groups:
 - 1.8.3.1. By activity number.
 - 1.8.3.2. By amount of float time in order of early start.
 - 1.8.3.3. By responsibility in order of earliest start date.
 - 1.8.3.4. In order of latest start dates.
 - 1.8.3.5. In order of latest finish dates.
 - 1.8.3.6. Application for payment sorted by Schedule of Values.
 - 1.8.3.7. Listing of activities on critical path.
- 1.8.4. Listing of basic input data which generates schedule.

1.9. CONSTRUCTION SCHEDULE

- 1.9.1. Designer/Builder shall develop and submit a cost loaded preliminary schedule of construction (or Preliminary Construction Schedule) as required by this Document and the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Designer/Builder's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.
- 1.9.2. Upon District's acceptance of the Preliminary Construction Schedule, Designer/Builder shall update the accepted Preliminary Construction Schedule until Designer/Builder's Construction Schedule is fully developed and accepted. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion. Since updates to the Construction Schedule are the basis for payment to Designer/Builder, submittal and acceptance of the Construction Schedule and updates shall be a condition precedent to making of monthly payments, as indicated in the Contract.
- 1.9.3. Failure to submit an adequate or accurate Preliminary Construction Schedule, Construction Schedule, updates thereto or failure to submit on established dates, will be considered a breach of Contract.
- 1.9.4. Failure to include any activity shall not be an excuse for completing all Work by required Completion Date.
- 1.9.5. Activities of long intervals shall be broken into increments no longer than fourteen (14) days or a value over \$20,000.00 unless approved by the District or it is non-construction activity for procurement and delivery.
- 1.9.6. The Construction Schedule shall comply with the following and include the following:
 - 1.9.6.1. Provide a written narrative describing Designer/Builder's approach to mobilization, procurement, and construction during the first thirty (30) calendar days including crew sizes, equipment and material delivery, Site access, submittals, and permits.
 - 1.9.6.2. Shall designate critical path or paths.
 - 1.9.6.3. Procurement activities to include mobilization, shop drawings and sample submittals.
 - 1.9.6.4. Identification of key and long-lead elements and realistic delivery dates.
 - 1.9.6.5. Construction activities in units of whole days limited to fourteen (14) days for each activity except non-construction, procurement and delivery.
 - 1.9.6.6. Approximate cost and duration of each activity.

- 1.9.6.7. Shall contain seasonal weather considerations.
- 1.9.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.
- 1.9.6.9. Conform to mandatory dates specified in the Contract Documents.
- 1.9.6.10. Designer/Builder shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will in accordance with the Special Conditions, and will be calculated from the Notice to Proceed until the Completion.
- 1.9.6.11. Level of detail shall correspond to complexity of work involved.
- 1.9.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.
- 1.9.6.13. Designate critical path or paths.
- 1.9.6.14. Subcontractor work at all levels shall be included in schedule.
- 1.9.6.15. As developed shall show sequence and interdependence of activities required for complete performance of Work.
- 1.9.6.16. Shall be logical and show a coordinated plan of Work.
- 1.9.6.17. Show order of activities and major points of interface, including specific dates of completion.
- 1.9.6.18. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- 1.9.6.19. Shall show description, duration and float for each activity.
- 1.9.7. **Activity.** An activity shall meet the following criteria:
 - 1.9.7.1. Any portion or element of Work or action that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 1.9.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
 - 1.9.7.3. Responsibility shall be identified with a single performing entity.
 - 1.9.7.4. Additional codes shall identify building, floor, and CSI classification.
 - 1.9.7.5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
 - 1.9.7.6. Each activity shall have manpower-loading assigned.
 - 1.9.7.7. Major construction equipment shall be assigned to each activity.
 - 1.9.7.8. Activities labeled start, continue or completion are not allowed.
- 1.9.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:
 - 1.9.8.1. Preparation of shop drawings and sample submissions.
 - 1.9.8.2. Review of shop drawings and samples.
 - 1.9.8.3. Finish and color selection.
 - 1.9.8.4. Fabrication and delivery.
 - 1.9.8.5. Erection or installation.
 - 1.9.8.6. Testing.
- 1.9.9. Include a minimum of fifteen (15) days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.
- 1.10. **SHORT INTERVAL SCHEDULE**
 - 1.10.1. The Four-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Designer/Builder shall ensure that it accurately reflects the current progress of the

Work.

- 1.10.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
- 1.10.3. Prepare schedule on sheet of sufficient width to clearly show data.
- 1.10.4. Provide continuous heavy vertical line identifying first day of week.
- 1.10.5. Provide continuous subordinate vertical line identifying each day of week.
- 1.10.6. Identify activities by same activity number and description as Construction Schedule.
- 1.10.7. Show each activity in proper sequence.
- 1.10.8. Indicate graphically sequences necessary for related activities.
- 1.10.9. Indicate activities completed or in progress for previous two (2) week period.
- 1.10.10. Indicate activities scheduled for succeeding two (2) week period.
- 1.10.11. Further detail may be added if necessary to monitor schedule.

1.11. REQUESTED TIME ADJUSTMENT SCHEDULE

- 1.11.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
- 1.11.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Construction Manager.
- 1.11.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.
- 1.11.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.
- 1.11.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
- 1.11.6. Schedule shall be a time-scaled network analysis.
- 1.11.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
- 1.11.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.
- 1.11.9. Activity delays shall not automatically constitute an extension of Contract Time.
- 1.11.10. Failure of subcontractors shall not be justification for an extension of time.
- 1.11.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.
- 1.11.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned according to benefit of Project.
- 1.11.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.
- 1.11.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
- 1.11.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.
- 1.11.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.

1.12. RECOVERY SCHEDULE

- 1.12.1. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- 1.12.2. Designer/Builder shall prepare and submit to the District a Recovery Schedule at any time requested by the District, at no cost to the District.

- 1.12.3. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule and to complete the Work by the Completion Date.
- 1.12.4. Maximum duration shall be one (1) month and shall coincide with payment period.
- 1.12.5. Ten (10) days prior to expiration of Recovery Schedule, Designer/Builder shall have to show verification to determine if activities have regained compliance with Construction Schedule. Based upon this verification the following will occur:
 - 1.12.5.1. Supplemental Recovery Schedule will be submitted to address subsequent payment period
 - 1.12.5.2. Construction Schedule will be resumed.

1.13. UPDATING SCHEDULES

- 1.13.1. Review and update schedule at least ten (10) days prior to submitting an Application for Payment.
- 1.13.2. Maintain schedule to record actual prosecution and progress.
- 1.13.3. Identify approved Change Orders which affect schedule as separate new activities.
- 1.13.4. Change Orders of less than \$5,000.00 value or less than three (3) days duration need not be shown unless critical path is affected.
- 1.13.5. No other revisions shall be made to schedule unless authorized by District.
- 1.13.6. **Written Narrative Report:** Designer/Builder shall include a written report to explain the Monthly Schedule Update. The narrative shall, at a minimum include the following headings with appropriate discussions of each topic:
 - 1.13.6.1. Activities or portions of activities completed during previous reporting period.
 - 1.13.6.2. Actual start dates for activities currently in progress.
 - 1.13.6.3. Deviations from critical path in days ahead or behind.
 - 1.13.6.4. List of major construction equipment used and any equipment idle.
 - 1.13.6.5. Number of personnel by craft engaged on Work during reporting period.
 - 1.13.6.6. Progress analysis describing problem areas.
 - 1.13.6.7. Current and anticipated delay factors and their impact.
 - 1.13.6.8. Proposed corrective actions and logic revisions for Recovery Schedule.
 - 1.13.6.9. Proposed modifications, additions, deletions and changes in logic of Construction Schedule.
 - 1.13.6.10. In updating the Schedule, Designer/Builder shall not modify Activity ID numbers, schedule calculation rules/criteria, or the Activity Coding Structure required.
- 1.13.7. Schedule update will form basis upon which progress payments will be made.
- 1.13.8. District will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.14. DISTRIBUTION

- 1.14.1. Following joint review and acceptance of updated schedules distribute copies to District, Construction Manager, and all other concerned parties.
- 1.14.2. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PRODUCTS

2.1. SCHEDULING SOFTWARE

Designer/Builder shall utilize Primavera P6 Project Management® software (latest version) by Oracle, or District-approved equivalent scheduling software to employ the Critical Path Method (CPM) in the development and maintenance of the Construction Schedule. The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail.

2.2. ELECTRONIC DATA

Provide compact disk(s) that contain a back-up of the Proposed Baseline Schedule data on it. The electronic P6 files shall be saved in ".XER" type format.

END OF DOCUMENT

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE OF PRIMAVERA OR ANOTHER PRE-APPROVED PROGRAM

- 1.1.1. DESIGNER/BUILDER SHALL UTILIZE E-Builder
- 1.1.2. PROJECT MANAGEMENT® SOFTWARE (LATEST VERSION) BY ORACLE (PCM) FOR THE SUBMITTAL PROCESS. DESIGNER/BUILDER MAY ONLY USE A DIFFERENT PROGRAM/SOFTWARE WITH THE PRIOR, WRITTEN CONSENT OF THE DISTRICT AND/OR AT THE DISTRICT'S DIRECTION.
- 1.1.3. Designer/Builder shall transmit each submittal in conformance with requirements of this Document. For each submittal, Designer/Builder shall:
 - 1.1.3.1. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;
 - 1.1.3.2. Identify Project and District's project number, Designer/Builder, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;
 - 1.1.3.3. Apply Designer/Builder's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Designer/Builder's stamp and signature will be returned without review.
- 1.1.4. Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.
 - 1.1.4.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1.1.4.2. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - 1.1.4.3. District reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.1.5. Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.
- 1.1.6. No extension of Contract Time will be authorized because of failure to transmit submittals to the District sufficiently in advance of the Work to permit processing.
- 1.1.7. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 1.1.8. Provide space for review stamps.
- 1.1.9. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 1.1.10. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- 1.1.11. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

1.2. SHOP DRAWINGS

- 1.2.1. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.
- 1.2.2. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

1.3. PCM (OR OTHER PRE-APPROVED PROGRAM) ELECTRONIC SUBMITTAL PROCESS

- 1.3.1. Submittal Procedure for Large Format shop drawings.

- 1.3.1.1. Designer/Builder shall provide large format Shop Drawings directly to the District and the Construction Manager (CM) and Designer/Builder will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on PCM (or other pre-approved program).
- 1.3.1.2. Designer/Builder shall verify that the Schedule of Submittals and all submittal log(s) on PCM (or other pre-approved program) are accurate and up to date.
- 1.3.1.3. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
- 1.3.1.4. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
- 1.3.1.5. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.
- 1.3.1.6. Designer/Builder shall send one (1) copy of the completed record submittal of the large format documents to a vendor for scanning and posting on PCM (or other pre-approved program).
- 1.3.2. Product Data, Calculations and Small Format Drawings**
 - 1.3.2.1. Designer/Builder shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings to PCM (or other pre-approved program) with a Transmittal (with a detailed description of the submittal) directly to the CM.
 - 1.3.2.2. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
 - 1.3.2.3. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
 - 1.3.2.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.
 - 1.3.2.5. Designer/Builder shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM (or other pre-approved program).
- 1.3.3. Sample Submittal Procedure – (Product / Assembly Samples)**
 - 1.3.3.1. Designer/Builder shall provide four (4) physical samples directly to the District and the CM and Designer/Builder will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on PCM (or other pre-approved program).
 - 1.3.3.2. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
 - 1.3.3.3. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
 - 1.3.3.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.
 - 1.3.3.5. Designer/Builder shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM (or other pre-approved program).

1.4. PRODUCT DATA

In addition to the above requirements, mark each copy to identify applicable products, models, options,

and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.5. SAMPLES

- 1.5.1. In addition to the above requirements, submit samples to illustrate functional and aesthetic characteristics of the Product in accordance with this Document, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 1.5.2. Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by District. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, District may select from any range at no additional cost to District.
- 1.5.3. Include identification on each sample, with full Project information.
- 1.5.4. Submit the number of samples that Designer/Builder requires, plus one that will be retained by Construction Manager and one by District.
- 1.5.5. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.6. MANUFACTURER'S INSTRUCTION

- 1.6.1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- 1.6.2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.7. MANUFACTURER'S CERTIFICATES

- 1.7.1. When specified in individual specification Sections, submit manufacturers' certificate to Construction Manager for review, in quantities specified for Product Data.
- 1.7.2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 1.7.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to District.

1.8. MOCK-UP

- 1.8.1. Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the specifications and shall accurately and reasonably represent the quality of construction the Designer/Builder will provide. If the mock-up or portions thereof do not adequately represent the quality of the work specified, the Designer/Builder shall modify it as needed.
- 1.8.2. Once completed to the District's satisfaction, the mock-up shall serve as the standard of quality for the work.
- 1.8.3. All mock-ups, at District's option, shall remain the property of the District. If not required by the District, Designer/Builder shall remove and dispose of the mock-up.
- 1.8.4. Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

1.9. DEFERRED APPROVAL REQUIREMENTS

- 1.9.1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by a California registered Architect or professional engineer who has been delegated responsibility covering the work shown on a particular plan or specification and approved by the Division of the State Architect (DSA). Deferred approval items for this Project are as indicated in the Contract Documents
- 1.9.2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by DSA.
- 1.9.3. Submit material using electronic submittal process as defined above.
- 1.9.4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.

- 1.9.5. Submit documents to District for review prior to forwarding to the DSA.
- 1.9.6. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in California who is responsible for that work.
- 1.9.7. District and its subconsultants will review the documents only for conformance with general design concept. The Designer/Builder will then forward the Submittal to DSA for approval.
- 1.9.8. Designer/Builder shall respond to review comments made by DSA and revise and resubmit submittal to DSA for final approval.

END OF DOCUMENT

REGULATORY REQUIREMENTS

1. GENERAL

1.1. DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

- 1.2.1. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into the Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Designer/Builder shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Construction Manager may request, including, without limitation, applicable portions of the California Code of Regulations (C.C.R.).
- 1.2.2. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, C.C.R., and the most current version on the date the Contract is executed and as it pertains to school construction including, without limitation:
 - 1.2.2.1. Test and testing laboratory pursuant to Section 4-335 (District shall pay for the testing laboratory).
 - 1.2.2.2. All special inspections pursuant to Section 4-333(d).
 - 1.2.2.3. Designer/Builder shall submit verified reports pursuant to Section 4-336 & 4-343(c).
 - 1.2.2.4. Administration
 - 1.2.2.4.1. Duties of the Architect and Engineers shall be pursuant to Section and 4-341.
 - 1.2.2.4.2. Duties of Designer/Builder shall be pursuant Section 4-343.
 - 1.2.2.4.3. Verified Reports shall be pursuant to Section 4-336.
 - 1.2.2.5. Designer/Builder shall keep and make available a copy of Part 1 and 2 of the most current version of C.C.R., Title 24 at the Site during construction.
 - 1.2.2.6. Designer/Builder shall notify the Division of State Architect (DSA) upon the start of construction pursuant to Section 4-331.
 - 1.2.2.7. Addenda and Change Orders shall be pursuant to Section 4-338.
- 1.2.3. Items of deferred approval shall be clearly marked on the first sheet of the Designer/Builder's and/or Engineer's approved Drawings. All items later submitted for approval shall be pursuant to Title 24 requirements to the DSA.
 - 1.2.3.1. Building Standards Administrative Code, C.C.R., Title 24, Part 1..
 - 1.2.3.2. California Building Code (CBC), C.C.R., Title 24, Part 2.; (Uniform Building code volumes 1-3 and California Amendments).
 - 1.2.3.3. California Electrical Code (CEC), C.C.R., Title 24, Part 3 ; (National Electrical Code and California Amendments).
 - 1.2.3.4. California Mechanical Code (CMC), C.C.R., Title 24, Part 4 ; (Uniform Mechanical Code and California Amendments).
 - 1.2.3.5. California Plumbing Code (CPC), C.C.R., Title 24, Part 5; (Uniform Plumbing Code and California Amendments).
 - 1.2.3.6. California Fire Code (CFC), C.C.R., Title 24, Part 9; (Fire Plumbing Code and California Amendments).
 - 1.2.3.7. California Referenced Standards Code, C.C.R., Title 24, Part 12.
 - 1.2.3.8. State Fire Marshal Regulations, C.C.R., Title 19, Public Safety.
 - 1.2.3.9. Partial List of Applicable NFPA Standards:
 - 1.2.3.9.1. NFPA 13 - Automatic Sprinkler System.

- 1.2.3.9.2. NFPA 14 - Standpipes Systems.
- 1.2.3.9.3. NFPA 17A - Wet Chemical System
- 1.2.3.9.4. NFPA 24 - Private Fire Mains.
- 1.2.3.9.5. (California Amended) NFPA 72 - National Fire Alarm Codes.
- 1.2.3.9.6. NFPA 253 - Critical Radiant Flux of Floor Covering System.
- 1.2.3.9.7. FPA 2001 - Clean Agent Fire Extinguishing Systems.
- 1.2.3.10. California Division of the State Architect Interpretation of Regulations Manual.

END OF DOCUMENT

TESTING LABORATORY SERVICES

1. GENERAL

1.1. REFERENCES

- 1.1.1. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- 1.1.2. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- 1.1.3. CBC - California Building Code.
- 1.1.4. UBC - Uniform Building Code.
- 1.1.5. Title 24, Parts 1 and 2, of the California Code of Regulations. Designer/Builder shall keep a copy of these available at the job Site for ready reference during construction
- 1.1.6. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section. DSA shall be notified at or before the start of construction.

1.2. OBSERVATION AND SUPERVISION

- 1.2.1. The District and Construction Manager or their appointed representatives will review the Work and the Designer/Builder shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Designer/Builder and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, 24 C.C.R. §4-341.
- 1.2.2. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District ("Project Inspector"), will observe the Work in accordance with 24 C.C.R. §54-333(b) and 4-342:
- 1.2.3. Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. Designer/Builder shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 1.2.3.1. Project Inspector will notify District and Construction Manager and inform Designer/Builder of any observed failure of Work or material to conform to Contract Documents.
 - 1.2.3.2. The Project Inspector shall observe and monitor all testing and inspection activities required.
- 1.2.4. Designer/Builder shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to 24 C.C.R. §4-343. Designer/Builder shall supervise and direct the Work and maintain a competent superintendent on the Project who is authorized to act in all matters pertaining to the Work. The Designer/Builder shall inspect all materials, as they arrive, for compliance with the Contract Documents. Designer/Builder shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Designer/Builder shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by 24 C.C.R. §4-336.

1.3. TESTING LABORATORIES AND AGENCIES

- 1.3.1. Testing agencies and tests shall be in conformance with the Contract Documents and the requirements of 24 C.C.R. §4-335.
- 1.3.2. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer ("Soils Engineer").
- 1.3.3. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory ("Testing Laboratory" or "Laboratory"). The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.4. TESTS AND INSPECTIONS

- 1.4.1. Designer/Builder shall be responsible for notifying District and Project Inspector of all required tests and inspections. Designer/Builder shall notify District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.
- 1.4.2. Designer/Builder shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- 1.4.3. District will pay for first inspections and tests required by the Title 24 and other inspections or tests that District and/or Construction Manager may direct to have made, including, but not limited to, the following principal items:
 - 1.4.3.1. Tests and observations for earthwork and pavings.
 - 1.4.3.2. Tests for concrete mix designs, including tests of trial batches.
 - 1.4.3.3. Tests and inspections for structural steel work.
 - 1.4.3.4. Field tests for framing lumber moisture content.
 - 1.4.3.5. Additional tests directed by District that establish that materials and installation comply with the Contract Documents.
 - 1.4.3.6. Test and observation of welding and expansion anchors.
 - 1.4.3.7. Factory observation of components and assembly of modular prefabrication structures and buildings.
- 1.4.4. District may at its discretion, pay and back charge Designer/Builder for:
 - 1.4.4.1. Retests or reinspections, if required, and tests or inspection required due to Designer/Builder error or lack of required identifications of material.
 - 1.4.4.2. Uncovering of work in accordance with Contract Documents.
 - 1.4.4.3. Testing done on weekends, holidays, and overtime will be chargeable to Designer/Builder for the overtime portion.
 - 1.4.4.4. Testing done off site.
- 1.4.5. Testing and inspection reports and certifications:
 - 1.4.5.1. If initially received by Designer/Builder, Designer/Builder shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification: District; Construction Manager, if any; Consulting Engineer, if any; Other Engineers on the Project, as appropriate; and; Project Inspector.
 - 1.4.5.2. When the test or inspection is one required by the Title 24, a copy of the report shall also be provided to the DSA.
- 1.5. SELECTION AND PAYMENT**
 - 1.5.1. District will hire and pay for services of an independent Testing Laboratory to perform specified inspection and testing as specified by District's Testing Laboratory.
 - 1.5.2. District's hiring of Testing Laboratory shall in no way relieve Designer/Builder of its obligation to perform work in accordance with requirements of Contract Documents.
- 1.6. DISTRICT'S TESTING LABORATORY RESPONSIBILITIES**
 - 1.6.1. Test samples of mixes submitted by Inspector.
 - 1.6.2. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
 - 1.6.3. Notify Designer/Builder of observed irregularities or non-conformance of Work or Products.
 - 1.6.4. Attend preconstruction conferences and progress meetings when requested by Designer/Builder.
- 1.7. LABORATORY REPORTS**
 - 1.7.1. After each inspection and test, District shall then submit one copy of laboratory report to Designer/Builder Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately.
 - 1.7.2. Each Testing Laboratory shall submit a verified report covering all of the tests which were required to be made by that agency during the progress of the Project. Such report

shall be furnished each time that Work is suspended, covering the tests up to that time and at the Completion of the Project, covering all tests.

1.8. LIMITS ON TESTING LABORATORY AUTHORITY

- 1.8.1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- 1.8.2. Laboratory may not approve or accept any portion of the Work.
- 1.8.3. Laboratory may not assume any duties of Designer/Builder
- 1.8.4. Laboratory has no authority to stop the Work.

1.9. DESIGNER/BUILDER RESPONSIBILITIES

- 1.9.1. Submit proposed items for testing as required herein and/or as further required in the Contract Documents for review in accordance with applicable specifications.
- 1.9.2. Cooperate with Laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- 1.9.3. Notify Construction Manager, District, and Testing Laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
- 1.9.4. When tests or inspections cannot be performed after such notice, reimburse District for Laboratory personnel and travel expenses incurred due to the Designer/Builder's negligence.
- 1.9.5. Designer/Builder shall notify District a sufficient time in advance of the manufacture of material to be supplied by Designer/Builder pursuant to the Contract Documents, which must by terms of the Contract be tested, in order that the District may arrange for the testing of same at the source of supply.
 - 1.9.5.1. Any material shipped by the Designer/Builder from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice that such testing and inspection will not be required shall not be incorporated in the Work.
- 1.9.6. Contract and pay for services of District's Testing Laboratory to perform additional inspections, sampling and testing required when initial tests indicate Designer/Builder's work and/or materials does not comply with Contract Documents.

1.10. SCHEDULE OF INSPECTIONS AND TESTS Per DSA Approved T&I sheet

The Testing Laboratory shall perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), California Code of Regulations, Title 24, Part 2:

- Structural Tests and Special Inspections (Chapter 17A)
 - Special Inspections (§ 1704A)
- Soils and Foundations (Chapter 18A)
 - Geotechnical Investigations (§ 1803A)
- Concrete (Chapter 19A)
 - Specifications for Tests and Materials (§)
 - Concrete Quality, Mixing and Placing (§)
 - Concrete Reinforcement and Anchor Testing Inspection (§ 1916A)
- Masonry (Chapter 21A)
 - Masonry Construction Materials (§ 2103A)
 - Masonry Quality (§ 2103A)
 - Quality Assurance (§ 2105A)
- Structural Steel (Chapter 22A)
 - Structural Steel (§ 2205A)
 - Identification & Protection of Steel for Structural Purposes (§ 2203A)
 - Inspection and Tests of Structural Steel (§ 2212A)
- Wood (Chapter 23)
 - Minimum Standards and Quality (§ 2303)
 - Wood Construction (§ 1704A.6)

- Exterior Walls (Chapter 14)
 - Masonry Units (§ 1404.4)
 - Masonry Construction Materials (§ 2103A)
 - Exterior Insulation and Finish Systems (§ 1408)
- Roof Assemblies and Roofing Structures (Chapter 15)
 - Materials (§ 1506)
- Aluminum (Chapter 20)
 - Materials (§ 2002.1)
 - Inspection (§ 2003.1)

1.10.1. **Electrical**

Testing as specified in Division 16, including, but not limited to: Equipment testing, all electrical system operations, grounding system and checking insulation after cable is pulled.

1.11. **PROJECT INSPECTOR'S ACCESS TO SITE**

- 1.11.1. A Project Inspector employed by the District in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. Project Inspector's duties are specifically defined in 24. C.C.R. §4-342, and as indicated in the Contract.
- 1.11.2. District and Construction Manager shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and Designer/Builder shall at all times maintain proper facilities and provide safe access for such inspection.
- 1.11.3. The Work in all stages of progress shall be subject to the personal continuous observation of the Inspector. Inspector shall have free access to any or all parts of the Work at any time. Designer/Builder shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Designer/Builder from any obligation set forth in the Contract Documents.
- 1.11.4. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
- 1.11.5. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24 or evidence that any material or construction does not conform to the requirements of Title 24, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1. TEMPORARY UTILITIES

1.1.1. Electric Power and Lighting

1.1.1.1. Designer/Builder will furnish and pay for power during the course of the work to the extent power is not in the building(s) or on the Site. Designer/Builder shall be responsible for providing temporary facilities required on the Site to point of intended use.

1.1.1.2. Designer/Builder shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

1.1.1.3. Designer/Builder shall be responsible for maintaining existing lighting levels in the Project vicinity should temporary outages or service interruptions occur.

1.1.2. Heat and Ventilation

1.1.2.1. Designer/Builder shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

1.1.2.2. Designer/Builder shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, and gases.

1.1.2.3. Designer/Builder shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

1.1.3. Water

1.1.3.1. District will furnish and pay for water during the course of the work.

1.1.3.2. Designer/Builder shall make potable water available for human consumption.

1.1.4. Sanitary Facilities

1.1.4.1. Designer/Builder shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Project Inspector or Designer/Builder completes all Work.

1.1.4.2. Use of toilet facilities in the Work shall not be permitted except by consent of the Project Inspector and District.

1.1.5. Telephone Service

1.1.5.1. Designer/Builder shall arrange with local telephone service company for telephone service for the performance of the Work. Designer/Builder shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.

1.1.5.2. Designer/Builder shall pay the costs for telephone and fax lines installation, maintenance, service, and removal; for Construction Site Office, Construction Manager's Office and Inspector's Office.

1.1.6. Fire Protection:

1.1.6.1. Designer/Builder shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

1.1.6.2. Where on-site welding and burning of steel is unavoidable, Designer/Builder

shall provide protection for adjacent surfaces.

1.1.7. Trash Removal:

Designer/Builder shall provide trash removal on a timely basis from all Site Offices and the Site.

1.1.8. Temporary Facilities:

1.1.8.1. Unless otherwise indicated in the Special Conditions, Designer/Builder shall provide the following facilities, trailers, offices, furniture and services:

1.1.8.1.1. one (1) 12X60 office trailer with two (2) offices for two (2) Construction Managers;

1.1.8.1.2. one (1) 12X20 Project Inspector's Trailer/Office; and

1.1.8.1.3. Basic furniture: chair, desks plan table, conference room table and chairs.

1.2. CONSTRUCTION AIDS

1.2.1. Plant and Equipment:

1.2.1.1. Designer/Builder shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

1.2.1.2. Designer/Builder shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Designer/Builder at no expense to the District.

1.2.2. No District tools or equipment shall be used by Designer/Builder for the performance of the Work.

1.3. BARRIERS AND ENCLOSURES

1.3.1. Designer/Builder shall obtain District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

1.3.2. Designer/Builder shall provide a six (6) foot high, chain link perimeter fence with posts and fabric screen as a temporary barrier around construction area. Designer/Builder shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises. Designer/Builder shall remove temporary fence, barriers and enclosure upon Completion of the Work.

1.3.3. Designer/Builder shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

1.4. SECURITY

Designer/Builder shall secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Designer/Builder is responsible for insuring that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of the Project Site.

1.5. TEMPORARY CONTROLS

1.5.1. Noise Control

1.5.1.1. Designer/Builder acknowledges that adjacent facilities may remain in operation during all or a portion of the Work, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

1.5.1.2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to District a minimum of forty-eight (48) hours in advance of their performance.

1.5.2. Noise and Vibration

- 1.5.2.1. Equipment and impact tools shall have intake and exhaust mufflers.
- 1.5.2.2. Designer/Builder shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

1.5.3. Dust and Dirt

- 1.5.3.1. Designer/Builder shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- 1.5.3.2. Designer/Builder shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- 1.5.3.3. Designer/Builder shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- 1.5.3.4. Designer/Builder shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

1.5.4. Water

Designer/Builder shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Designer/Builder shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

1.5.5. Pollution

- 1.5.5.1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- 1.5.5.2. Designer/Builder shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.5.6. Lighting

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.6. PUBLICITY RELEASES

Designer/Builder shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT

SITE STANDARDS

1. GENERAL

1.1. REQUIREMENTS OF THE DISTRICT

1.1.1. Drug-Free Schools and Safety Requirements:

1.1.1.1. No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Designer/Builder-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

1.1.1.2. Designer/Builder shall post: "Non-Smoking Area" in a highly visible location on Site. Designer/Builder may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.

1.1.1.3. Designer/Builder shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Designer/Builder shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

1.1.2. **Language:** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.1.3. Disturbing the Peace (Noise and Lighting):

1.1.3.1. Designer/Builder shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

1.1.3.2. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

1.1.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.1.4. Traffic:

1.1.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

1.1.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.

1.1.4.3. District shall designate a construction entry to the Site. If Designer/Builder requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Designer/Builder's expense.

1.1.4.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

1.1.4.5. All of the above shall be observed and complied with by the Designer/Builder and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

TEMPORARY TREE AND PLANT PROTECTION

WHERE SUBSTANTIAL TREE PROTECTION WILL BE REQUIRED ON THE SITE, OBTAIN AN ARBORIST TO REVIEW THIS DOCUMENT PRIOR TO CONSTRUCTION.

1. GENERAL

1.1. SUMMARY

This Document includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.2. DEFINITIONS

Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.3. SUBMITTALS

- 1.3.1. Product Data: For each type of product indicated.
- 1.3.2. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- 1.3.3. Qualification Data: For tree service firm and arborist.
- 1.3.4. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- 1.3.5. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.4. QUALITY ASSURANCE

- 1.4.1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- 1.4.2. Arborist Qualifications: An arborist certified by ISA (International Society of Arboriculture) or licensed in the jurisdiction where Project is located.
- 1.4.3. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
 - 1.4.3.1. Before tree protection and trimming operations begin, meet with District to review tree protection and trimming procedures and responsibilities.

2. PRODUCTS

2.1. MATERIALS

- 2.1.1. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.
- 2.1.2. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 2.1.2.1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
- 2.1.3. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- 2.1.4. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- (3-mm-) diameter wire; a minimum of 48 inches (1200 mm) high; with 1.9-inch- (48-mm-) diameter line posts; 2-3/8-inch- (60-mm-) diameter terminal and corner posts; 1-5/8-inch- (41-mm-) diameter top rail; and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

- 2.1.5. Select mulch as recommended by arborist or landscape architect.
- 2.1.6. Organic Mulch: Use shredded hardwood, ground or shredded bark, or wood and bark chips, all free of deleterious materials.

3. EXECUTION

3.1. PREPARATION

- 3.1.1. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
- 3.1.2. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
- 3.1.3. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- 3.1.4. Mulch areas inside tree protection zones and other areas indicated.
 - 3.1.4.1. Select mulch as recommended by arborist or landscape architect.
 - 3.1.4.2. Apply 2-inch (50-mm) to 3-inch (75-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm)] of tree trunks.
- 3.1.5. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- 3.1.6. Maintain tree protection zones free of weeds and trash.
- 3.1.7. Do not allow fires within tree protection zones.

3.2. EXCAVATION

- 3.2.1. Install shoring or other protective support systems to minimize sloping or benching of excavations where construction or utility excavation is near trees to be protected.
- 3.2.2. Do not excavate within tree protection zones, unless otherwise indicated.
- 3.2.3. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
 - 3.2.3.1. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- 3.2.4. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
 - 3.2.4.1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3. REGRADING

- 3.3.1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.
- 3.3.2. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.
 - 3.3.2.1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- 3.3.3. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

- 3.3.4. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
 - 3.3.4.1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above elevation of finish grade and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches (150 mm) below elevation of grade.
 - 3.3.4.2. Place filter fabric with edges overlapping 6 inches (150 mm) minimum.
 - 3.3.4.3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.4. TREE PRUNING

- 3.4.1. Prune trees to remain that are affected by temporary and permanent construction.
- 3.4.2. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
- 3.4.3. Pruning Standards: Prune trees according to ANSI A300 (Part 1), as recommended by arborist report.
- 3.4.4. Adjust pruning requirements per arborist's recommendations.
- 3.4.5. Cut branches with sharp pruning instruments; do not break or chop.
- 3.4.6. Modify below to specific project requirements.
- 3.4.7. Chip removed tree branches and dispose of or spread over areas identified by District.

3.5. TREE REPAIR AND REPLACEMENT

- 3.5.1. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- 3.5.2. Remove and replace trees indicated to remain that die or are damaged during construction operations or that are incapable of restoring to normal growth pattern.
 - 3.5.2.1. Provide new trees of 6-inch (150-mm) caliper size and of a when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced. Plant and maintain new trees as specified in Contract Documents.
- 3.5.3. Where recommended by arborist report, aerate surface soil, compacted during construction, 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch (50-mm) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.6. DISPOSAL OF WASTE MATERIALS

- 3.6.1. Burning is not permitted.
- 3.6.2. Disposal: Remove excess excavated material and displaced trees from Site.

END OF DOCUMENT

STORM WATER POLLUTION PREVENTION PLAN – CONSTRUCTION

IN ORDER TO ENROLL IN THE CONSTRUCTION STORM WATER PERMIT AND BEFORE CONSTRUCTION ACTIVITIES BEGIN, THE DISTRICT WILL FILE CERTAIN SUBMITTALS REFERRED TO AS PERMIT REGISTRATION DOCUMENTS (PRDS) WITH THE REGIONAL WATER QUALITY CONTROL BOARD.

THE DESIGNER/BUILDER SHALL BE RESPONSIBLE FOR PREPARING SOME OR ALL OF THE PRDS. DESIGNER/BUILDER SHALL FOLLOW THE REQUIREMENTS HEREIN, OR SHALL PROVIDE A WRITING FROM ITS CIVIL ENGINEER FOR EACH SITE THAT THE PROJECT IS NOT SUBJECT TO THE STATE WATER RESOURCES CONTROL BOARD'S CONSTRUCTION GENERAL PERMIT (CGP) AND THAT THE PROJECT IS NOT A "CONSTRUCTION ACTIVITY" PURSUANT TO THE CGP.

1. GENERAL

The Clean Water Act and Porter Cologne Water Quality Act prohibit the discharge of any water containing pollutants from certain construction sites unless a National Pollutant Discharge Elimination System permit is first obtained and followed. The National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Storm Water Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the California State Water Resources Control Board (State Water Board) authorizes the discharge of storm water and certain non-storm water from construction sites if certain conditions and measures are taken. The District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit.

2. SUBMITTALS

2.1. GENERAL

2.1.1. All submittals shall be made in a form conducive for the District to electronically upload the approved submittals to the Storm water Multi-Application Reporting and Tracking System (SMARTS).

2.2. RISK ASSESSMENT

2.2.1. Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit a proposed "Risk Assessment" as set forth in the Construction Storm Water Permit.

2.2.2. The District's Qualified SWPPP Designer/Builder ("QSD") will review the Designer/Builder's proposed Risk Assessment for compliance with the Construction Storm Water Permit. If changes to the proposed Risk Assessment are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder

2.2.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised Risk Assessment to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the Risk Assessment and provide the Contract with a copy within seven (7) days of receipt of the revised Risk Assessment.

2.3. SITE MAPS

2.3.1. Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit proposed "Site Maps" as described in Attachment B of the Construction Storm Water Permit.

2.3.2. The District's QSD will review the Designer/Builder's proposed Site Maps for compliance with the Construction Storm Water Permit. If changes to the proposed Site Maps are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder

2.3.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised Site Maps to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the Site Maps and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

2.4. SWPPP

- 2.4.1. Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit to the District a proposed SWPPP for the Work.
- 2.4.2. The District's Qualified SWPPP Designer/Builder ("QSD") will review the Designer/Builder's proposed SWPPP for compliance with the Construction Storm Water Permit. If changes to the proposed SWPPP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.4.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised SWPPP to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the SWPPP and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

2.5. RAIN EVENT ACTION PLAN (REAP)

- 2.5.1. If Designer/Builder determines that Site is a Risk Level 1, concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit to the District a proposed REAP for the Work.
- 2.5.2. The District's QSD will review the Designer/Builder's proposed REAP for compliance with the Construction Storm Water Permit. If changes to the proposed REAP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.5.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised REAP to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the REAP and provide the Contract with a copy within seven (7) days of receipt of the revised REAP.

2.6. ACTIVE TREATMENT SYSTEM (ATS)

- 2.6.1. If Designer/Builder determines that Site requires an ATS under the Construction Storm Water Permit, concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit to the District a proposed ATS for the Work.
- 2.6.2. The District's QSD will review the Designer/Builder's proposed ATS for compliance with the Construction Storm Water Permit. If changes to the proposed ATS are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.6.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised ATS to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the ATS and provide the Contract with a copy within seven (7) days of receipt of the revised ATS.

2.7. RECORDS

- 2.7.1. All electronic and hardcopy records required by the Construction Storm Water Permit shall be submitted to the District within seven (7) days of Completion of the Project.

3. PERMIT REGISTRATION DOCUMENTS

- 3.1. Prior to any activities on Site that disturb the Site's surface, the Permit Registration Documents (PRDs) required by the Construction Storm Water Permit must be filed with the Regional Water Quality Control Board. The District shall file the PRDs with the Regional Water Quality Control Board to activate coverage under the Construction Storm Water Permit.

4. IMPLEMENTATION REQUIREMENTS

- 4.1. Designer/Builder shall not conduct any activities that may affect the Site's construction runoff water quality until the District provides Designer/Builder with the Waste Discharger Identification Number (WDID) assigned to this Project by the State Water Board.
- 4.2. Designer/Builder shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be

made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the District for response.

- 4.3. Designer/Builder shall designate in writing to the District a Qualified SWPPP Practitioner (QSP) who shall be responsible for implementing the SWPPP, REAP (if applicable), ATS (if applicable), conducting non-storm water and storm water visual observations, and for ensuring that all best management practices (BMPs) required by the SWPPP and General Permit are properly implemented and maintained.
- 4.4. All measures required by the SWPPP shall be implemented concurrent with the commencement of construction. Pollution practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.
- 4.5. Designer/Builder shall ensure that all measures are properly maintained and repaired to protect the water quality of discharges.

5. **INSPECTION, SAMPLING, ANALYSIS, AND RECORD KEEPING REQUIREMENTS**

- 5.1. The Designer/Builder's QSP shall conduct all required visual observations, sampling, analysis, reporting, and record keeping required by the SWPPP and the Construction Storm Water Permit.

6. **REPORTING REQUIREMENTS**

- 6.1. Designer/Builder shall prepare and provide all the reports, which include, but are not limited to the Annual Report and any NEL Violation Reports or NAL Exceedance Reports, all of which are required by the SWPPP and the Construction Storm Water Permit.

7. **ANNUAL REPORT**

- 7.1. By August 1 of each year (defined as July 1 to June 30) that had at least one continuous three (3) month period coverage under the General Permit, Designer/Builder shall complete and submit to the District an Annual Report, as required by **the General Permit**. **If the Project is complete prior to August 1, Designer/Builder shall submit the report prior to acceptance of the Project.**

8. **COMPLETION OF WORK**

- 8.1. Clean-up shall be performed as each portion of the work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent SWPPP devices shall **be in place and maintained in good condition**.
- 8.2. At Completion of Work, Designer/Builder shall inspect installed SWPPP devices, and present the **currently implemented** SWPPP with all backup records to the District.

9. **NOTICE OF TERMINATION (NOT)**

- 9.1. A Notice of Termination (NOT) must be submitted by the Designer/Builder to the District for electronic submittal by the Legally Responsible Person via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the Project site that demonstrate final stabilization has been achieved. The NOT shall be submitted to the District on or before the Designer/Builder submits its final application for payment. If the Regional Water Board rejects the NOT for any reason, the Designer/Builder shall revise the NOT as many times as necessary to get the Regional Water Board's approval. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

10. **QUALITY ASSURANCE**

- 10.1. Before performing any of the obligations indicated herein, the Designer/Builder's QSP shall meet the training and certification requirements in the Construction Storm Water Permit.
- 10.2. Designer/Builder shall perform the Work in strict compliance with the approved SWPPP, REAP, ATS, and the Construction Storm Water Permit.
- 10.3. Designer/Builder shall conduct at least a one-hour training session on the requirements of the SWPPP for each employee before an employee conducts any construction on the Site. Designer/Builder shall maintain documentation of this employee training at the site for review by the District or any regulatory agency.

11. **PERFORMANCE REQUIREMENTS**

- 11.1. The Storm Water Pollution Prevention Plan is a minimum requirement. Revisions and

modifications to the SWPPP are acceptable only if they maintain levels of protection equal to or greater than originally specified.

- 11.2. Read and be thoroughly familiar with all of the requirements of the SWPPP.
- 11.3. Inspect and monitor all work and storage areas for compliance with the SWPPP prior to any anticipated rain.
- 11.4. Complete any and all corrective measures as may be directed by the regulatory agency.
- 11.5. Penalties: Designer/Builder shall pay any fees and any penalties that may be imposed by the regulatory agency for non-compliance with SWPPP during the course of Work.
- 11.6. Costs: Designer/Builder to pay all costs associated with the implementation of the requirements of the SWPPP in order to maintain compliance with the Permit. This includes installation of all Housekeeping BMPs, General Site and Material Management BMPs, Inspection requirements, maintenance requirements, and all other requirements specified in the SWPPP.

12. MATERIALS

- 12.1. All temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.

END OF DOCUMENT

MATERIALS AND EQUIPMENT

1. GENERAL

1.1. MATERIAL AND EQUIPMENT

- 1.1.1. Only items approved by the District and/or Construction Manager shall be used.
- 1.1.2. Designer/Builder shall submit lists of Products and other Product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.2. MATERIAL AND EQUIPMENT COLORS

- 1.2.1. The Designer/Builder shall comply with all schedule(s) of colors provided by the District and/or Construction Manager.
- 1.2.2. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- 1.2.3. Designer/Builder shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.3. DELIVERY, STORAGE, AND HANDLING

- 1.3.1. Designer/Builder shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- 1.3.2. Designer/Builder shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- 1.3.3. Designer/Builder shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- 1.3.4. Materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- 1.3.5. Designer/Builder shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Designer/Builder shall protect material and equipment furnished pursuant to the Contract Documents.
- 1.3.6. Designer/Builder may store materials on Site with prior written approval by the District, all material shall remain under Designer/Builder's control and Designer/Builder shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Designer/Builder shall provide for off-site storage at no cost to District.
- 1.3.7. When any room in Project is used as a shop or storeroom, the Designer/Builder shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

2. PRODUCTS

2.1. MANUFACTURERS

- 2.1.1. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- 2.1.2. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.2. FACILITIES AND EQUIPMENT

Designer/Builder shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work.

2.3. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Designer/Builder shall submit for review data on actual material proposed to be incorporated into Work, listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

3. EXECUTION

3.1. WORKMANSHIP

- 3.1.1. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- 3.1.2. Work shall be executed by tradespersons skilled in their respective field of work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.2. COORDINATION

- 3.2.1. Designer/Builder shall coordinate installation of materials and equipment so as to not interfere with installation of other work. Adjustment or rework because of Designer/Builder's failure to coordinate will be at no additional cost to District.
- 3.2.2. Designer/Builder shall examine in-place materials and equipment for readiness, completeness, fitness to be concealed or to receive Work, and compliance with Contract Documents. Concealing or covering work constitutes acceptance of additional cost which will result should in-place materials and equipment be found unsuitable for receiving other work or otherwise deviating from the requirements of the Contract Documents.

3.3. COMPLETENESS

Designer/Builder shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and in accordance with Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.4. APPROVED INSTALLER OR APPLICATOR

Designer/Builder shall ensure that all installations are only performed by a manufacturer's approved installer or applicator.

3.5. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of manufacturer's representative, Designer/Builder shall analyze differences, make recommendations to the District and the Construction Manager in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Construction Manager.

END OF DOCUMENT

DELIVERY, STORAGE AND HANDLING

1. GENERAL

1.1. PRODUCTS

- 1.1.1. Products are as defined in the Contract.
- 1.1.2. Designer/Builder shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- 1.1.3. Designer/Builder shall provide interchangeable components of the same manufacturer, for similar components.

1.2. TRANSPORTATION AND HANDLING

- 1.2.1. Designer/Builder shall transport and handle Products in accordance with manufacturer's instructions.
- 1.2.2. Designer/Builder shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.
- 1.2.3. Designer/Builder shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

1.3. STORAGE AND PROTECTION

- 1.3.1. Designer/Builder shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Designer/Builder shall store sensitive Products in weather-tight, climate controlled enclosures.
- 1.3.2. Designer/Builder shall place fabricated Products that are stored outside, on above-ground sloped supports.
- 1.3.3. Designer/Builder shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection.
- 1.3.4. Designer/Builder shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- 1.3.5. Designer/Builder shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- 1.3.6. Designer/Builder shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- 1.3.7. Designer/Builder shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

1. GENERAL

1.1. CLOSEOUT PROCEDURES

Designer/Builder shall comply with all closeout provisions as indicated in the Contract.

1.2. FINAL CLEANING

- 1.2.1. Designer/Builder shall execute final cleaning prior to final inspection.
- 1.2.2. Delete
- 1.2.3. Designer/Builder shall clean equipment and fixtures to a sanitary condition.
- 1.2.4. Delete
- 1.2.5. Designer/Builder shall clean debris from roofs, gutters, down spouts, and drainage systems.
- 1.2.6. Designer/Builder shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- 1.2.7. Designer/Builder shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.3. ADJUSTING

Designer/Builder shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.4. RECORD DOCUMENTS AND SHOP DRAWINGS

Designer/Builder shall legibly mark each item to record actual construction, including:

- 1.4.1. Measured depths of foundation in relation to finish floor datum.
- 1.4.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
- 1.4.3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- 1.4.4. Field changes of dimension and detail.
- 1.4.5. Details not on original Contract Drawings
- 1.4.6. Changes made by modification(s).
- 1.4.7. References to related Shop Drawings and modifications.
- 1.4.8. Designer/Builder will provide one set of Record Drawings to District.
- 1.4.9. Designer/Builder shall submit all required documents to District and/or Construction Manager prior to or with its final Application for Payment.

1.5. INSTRUCTION OF DISTRICT PERSONNEL

- 1.5.1. Before final inspection, at agreed upon times, Designer/Builder shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- 1.5.2. For equipment requiring seasonal operation, Designer/Builder shall perform instructions for other seasons within six (6) months.
- 1.5.3. Designer/Builder shall use operation and maintenance manuals as basis for instruction. Designer/Builder shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.4. Designer/Builder shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- 1.5.5. Designer/Builder shall use operation and maintenance manuals as basis for instruction. Designer/Builder shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.6. SPARE PARTS AND MAINTENANCE MATERIALS

- 1.6.1. Designer/Builder shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- 1.6.2. Designer/Builder shall provide District all required Operation and Maintenance Data.

END OF DOCUMENT

FIELD ENGINEERING

1. GENERAL

1.1. REQUIREMENTS INCLUDED

1.1.1. Designer/Builder shall provide and pay for field engineering services by a California-registered engineer, required for the Project, including, without limitations:

1.1.1.1. Survey work required in execution of the Project.

1.1.1.2. Civil or other professional engineering services specified, or required to execute Designer/Builder's construction methods.

1.2. QUALIFICATIONS OF SURVEYOR OR ENGINEERS

Designer/Builder shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.3. SURVEY REFERENCE POINTS

1.3.1. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

1.3.2. Designer/Builder shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Designer/Builder shall:

1.3.2.1. Make no changes or relocation without prior written notice to District and Construction Manager.

1.3.2.2. Report to District and Construction Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

1.3.2.3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.4. RECORDS

Designer/Builder shall maintain a complete, accurate log of all control and survey work as it progresses.

1.5. SUBMITTALS

1.5.1. Designer/Builder shall submit name and address of Surveyor and Professional Engineer to District and Construction Manager prior to its/their work on the Project.

1.5.2. On request of District and Construction Manager, Designer/Builder shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

1.5.3. If applicable, Designer/Builder shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

2. EXECUTION

2.1. COMPLIANCE WITH LAWS

Designer/Builder is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

2.2. NONCONFORMING WORK

Designer/Builder is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

CUTTING AND PATCHING

1. GENERAL

1.1. CUTTING AND PATCHING

- 1.1.1. Designer/Builder shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1.1.1.1. Make several parts fit together properly.
 - 1.1.1.2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 1.1.1.3. Remove and replace defective Work.
 - 1.1.1.4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 1.1.1.5. Remove Samples of installed Work as specified for testing.
 - 1.1.1.6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 1.1.1.7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- 1.1.2. In addition to Contract requirements, upon written instructions from District, Designer/Builder shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- 1.1.3. Designer/Builder shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.
- 1.1.4. Designer/Builder shall not cut and patch operating elements and safety related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1.1.4.1. Primary operational systems and equipment.
 - 1.1.4.2. Air or smoke barriers.
 - 1.1.4.3. Fire-suppression systems.
 - 1.1.4.4. Mechanical systems piping and ducts.
 - 1.1.4.5. Control systems.
 - 1.1.4.6. Communication systems.
 - 1.1.4.7. Conveying systems.
 - 1.1.4.8. Electrical wiring systems.
- 1.1.5. Designer/Builder shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing capacity to perform as intended, or that results in increased maintenance or decreased operational life of safety. Miscellaneous elements include the following:
 - 1.1.5.1. Water, moisture or vapor barriers.
 - 1.1.5.2. Membranes and flashings.
 - 1.1.5.3. Exterior curtain-wall construction.
 - 1.1.5.4. Equipment supports.
 - 1.1.5.5. Piping, ductwork, vessels and equipment.
 - 1.1.5.6. Noise and vibration control elements and systems.
 - 1.1.5.7. Shoring, bracing and sheeting.

1.2. SUBMITTALS

- 1.2.1. Designer/Builder shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration (Request) at least ten (10) days prior to any cutting or alterations that may affect the structural safety of Project, or work of others, including the following:
 - 1.2.1.1. The work of the District or other trades.
 - 1.2.1.2. Structural value or integrity of any element of Project.

- 1.2.1.3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
- 1.2.1.4. Efficiency, operational life, maintenance or safety of operational elements.
- 1.2.1.5. Visual qualities of sight-exposed elements.
- 1.2.2. Contractor's Request shall also include:
 - 1.2.2.1. Identification of Project.
 - 1.2.2.2. Description of affected Work.
 - 1.2.2.3. Necessity for cutting, alteration, or excavations.
 - 1.2.2.4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - 1.2.2.5. Description of proposed Work:
 - 1.2.2.5.1. Scope of cutting, patching, alteration, or excavation.
 - 1.2.2.5.2. Trades that will execute Work.
 - 1.2.2.5.3. Products proposed to be used.
 - 1.2.2.5.4. Extent of refinishing to be done.
 - 1.2.2.6. Alternates to cutting and patching.
 - 1.2.2.7. Cost proposal, when applicable.
 - 1.2.2.8. The scheduled date the Designer/Builder intends to perform the Work and the duration of time to complete the Work.
 - 1.2.2.9. Written permission of other trades whose Work will be affected.
- 1.3. **QUALITY ASSURANCE**
 - 1.3.1. Designer/Builder shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
 - 1.3.2. Designer/Builder shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.
- 1.4. **PAYMENT FOR COSTS**
 - 1.4.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Project Inspector(s), Engineers, and Agents, will be paid by Designer/Builder and/or deducted from the Contract by the District.
 - 1.4.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the Contract. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Designer/Builder shall provide written cost proposals prior to proceeding with cutting and patching.
- 2. **PRODUCTS**
 - 2.1. **MATERIALS**
 - 2.1.1. Designer/Builder shall provide for replacement and restoration of Work removed. Designer/Builder shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Designer/Builder shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
 - 2.1.2. Materials to be cut and patched include those damaged by the performance of the Work.
- 3. **EXECUTION**
 - 3.1. **INSPECTION**

- 3.1.1. Designer/Builder shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Designer/Builder shall inspect conditions affecting installation of new products.
- 3.1.2. Designer/Builder shall report unsatisfactory or questionable conditions in writing to District as indicated in the Contract and shall proceed with Work as indicated in the Contract.

3.2. PREPARATION

- 3.2.1. Designer/Builder shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- 3.2.2. Designer/Builder shall provide devices and methods to protect other portions of Project from damage.
- 3.2.3. Designer/Builder shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Designer/Builder shall keep excavations free from water.

3.3. ERECTION, INSTALLATION AND APPLICATION

- 3.3.1. With respect to performance, Designer/Builder shall:
 - 3.3.1.1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - 3.3.1.2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - 3.3.1.3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
 - 3.3.1.4. Designer/Builder shall employ original installer or fabricator to perform cutting and patching for:
 - 3.3.1.5. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - 3.3.1.6. Sight-exposed finished surfaces.
- 3.3.2. Designer/Builder shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- 3.3.3. Designer/Builder shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Designer/Builder shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Designer/Builder shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- 3.3.4. Designer/Builder shall restore Work which has been cut or removed. Designer/Builder shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- 3.3.5. Designer/Builder shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DEMOLITION WASTE MANAGEMENT

1. GENERAL

1.1. DEFINITIONS

- 1.1.1. **Construction and Demolition Waste:** Building and site improvement materials and waste materials resulting from construction and demolition or selective demolition operations.
- 1.1.2. **Disposal:** Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- 1.1.3. **Recycle:** Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- 1.1.4. **Salvage:** Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- 1.1.5. **Salvage and Reuse:** Recovery of demolition or construction waste and subsequent incorporation into the Work.
- 1.1.6. **Waste Management Coordinator:** Designer/Builder's designated representative responsible for preparation and execution of demolition waste management plan.

1.2. PERFORMANCE GOALS

- 1.2.1. **General:** Develop waste management plan that results in end-of-Project rates for salvage/recycling of seventy-five percent (75%) by weight of total waste generated by the Work.
- 1.2.2. **Salvage/Recycle Goals:** Salvage and recycle as much nonhazardous construction and demolition waste as possible. District has established a minimum goal of seventy-five percent (75%) by weight of total waste generated by the Work for the following materials:
 - Demolition Soils Waste.
 - Green Materials: Trees, stumps, trimmings, and land clearing debris.
 - Asphaltic concrete paving.
 - Concrete.
 - Decorative masonry and rocks.
 - Concrete reinforcing steel.
 - Brick.
 - Concrete masonry units.
 - Wood studs, joists, and sheathing.
 - Plywood and oriented strand board.
 - Wood paneling and wood trim.
 - Interior casework.
 - Structural and miscellaneous steel.
 - Rough hardware.
 - Roofing.
 - Insulation.
 - Windows, doors, and frames.
 - Door hardware.
 - Windows.
 - Glazing.
 - Metal: Ferrous and non-ferrous.
 - Gypsum board.
 - Acoustical tile and panels.
 - Carpet.
 - Carpet pad.

- Demountable partitions.
- Equipment:
 - Cabinets.
 - Plumbing fixtures and piping.
 - Supports and hangers.
 - Valves.
 - Fire sprinklers.
 - Mechanical equipment.
 - Refrigerants.
 - Electrical conduit.
 - Copper wiring.
 - Lighting fixtures, lamps and ballasts.
 - Electrical devices.
 - Switchgear and panel boards.

1.3. SUBMITTALS

- 1.3.1. **Waste Management Plan:** Submit five (5) copies of plan concurrent with the Schedule of Submittals as indicated in the Contract.
- 1.3.2. **Waste Reduction Progress Reports:** Concurrent with each Application for Payment, submit five (5) copies of reports. Include separate reports for demolition and construction waste. Include the following information:
- 1.3.2.1. Material category;
 - 1.3.2.2. Generation point of waste;
 - 1.3.2.3. Total quantity of waste in tons;
 - 1.3.2.4. Quantity of waste salvaged, both estimated and actual in tons;
 - 1.3.2.5. Quantity of waste recycled, both estimated and actual in tons;
 - 1.3.2.6. Total quantity of waste recovered (salvaged plus recycled) in tons; and
 - 1.3.2.7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- 1.3.3. **Forms:** Prepare waste reduction progress reports.
- 1.3.4. **Waste Reduction Calculations:** Before Completion, submit five (5) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work. Designer/Builder may request information from District to assist in preparing these calculations.
- 1.3.5. **Records of Donations:** Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- 1.3.6. **Records of Sales:** Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- 1.3.7. **Recycling and Processing Facility Records:** Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- 1.3.8. **Landfill and Incinerator Disposal Records:** Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- 1.3.9. **Qualification Data:** For Designer/Builder's Waste Management Coordinator.
- 1.3.10. **Statement of Refrigerant Recovery:** Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- 1.3.11. **Hazardous Materials Abatement:** Coordinate with other applicable Specifications for the removal of hazardous components of materials to be recycled.

1.4. QUALITY ASSURANCE

- 1.4.1. **Waste Management Coordinator:** Submit qualifications for District's approval.

- 1.4.2. **Regulatory Requirements:** Comply with hauling and disposal regulations of authorities having jurisdiction.
- 1.4.3. **Waste Management Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section 01039 – Coordination and Meetings. Review methods and procedures related to waste management including, but not limited to, the following:
 - 1.4.3.1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator;
 - 1.4.3.2. Review requirements for documenting quantities of each type of waste and its disposition;
 - 1.4.3.3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays;
 - 1.4.3.4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities; and
 - 1.4.3.5. Review waste management requirements for each trade.
- 1.4.4. **Quality of Recycled Material for Re-Use On Site:** Coordinate with testing requirements under the appropriate sections.
- 1.5. **WASTE MANAGEMENT PLAN**
 - 1.5.1. **General:** Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for different types of demolition waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
 - 1.5.2. **Waste Identification:** Indicate anticipated types and quantities of demolition and site-clearing waste generated by the Work in accordance with the District as defined below. Include estimated quantities and assumptions for estimates.
 - 1.5.2.1. Fully contained, segregated hazardous materials disposal.
 - 1.5.2.1.1. Class I Hazardous Materials Landfill
 - 1.5.2.2. Reuse of building materials or salvageable items.
 - 1.5.2.2.1. Wood trim, interior casework, historical items (Archive Project).
 - 1.5.2.2.2. Windows, doors, hardware.
 - 1.5.2.2.3. Equipment.
 - 1.5.2.3. Source separation of recyclable materials.
 - 1.5.2.3.1. Asphalt.
 - 1.5.2.3.2. Concrete, concrete block, decorative masonry, and rocks.
 - 1.5.2.3.3. Green Materials: Trees, stumps, trimmings, and land-clearing debris.
 - 1.5.2.3.4. Metal: Ferrous and non-ferrous.
 - 1.5.2.3.5. Brick.
 - 1.5.2.3.6. Soil.
 - 1.5.2.3.7. Wood: Flooring, sheathing, structural lumber, finish lumber.
 - 1.5.2.3.8. Gypsum board.
 - 1.5.2.4. On-site crushing of asphalt and concrete for use on or off-site.
 - 1.5.2.5. Mixed debris recycling facilities.
 - 1.5.2.5.1. For materials which cannot be feasibly separated.
 - 1.5.2.5.2. Ship to mixed materials recycling facility.
 - 1.5.2.6. Waste disposal to landfill.
 - 1.5.2.6.1. For all remaining materials which cannot be recycled, reused, separated, or mixed.
 - 1.5.2.6.1.1. Ceiling tiles.
 - 1.5.2.6.1.2. Carpet.
 - 1.5.2.6.1.3. Plaster, stucco.
 - 1.5.2.6.1.4. Mixed demolition debris.

- 1.5.3. **Waste Reduction Work Plan:** List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1.5.3.1. **Salvaged Materials for Reuse:** For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 1.5.3.2. **Salvaged Materials for Sale:** For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 1.5.3.3. **Salvaged Materials for Donation:** For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 1.5.3.4. **Recycled Materials:** Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 1.5.3.5. **Disposed Materials:** Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 1.5.3.6. **Handling and Transportation Procedures:** Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- 1.5.4. **Cost/Revenue Analysis:** Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 - 1.5.4.1. Total quantity of waste.
 - 1.5.4.2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 - 1.5.4.3. Total cost of disposal (with no waste management).
 - 1.5.4.4. Revenue from salvaged materials.
 - 1.5.4.5. Revenue from recycled materials.
 - 1.5.4.6. Savings in hauling and tipping fees by donating materials.
 - 1.5.4.7. Savings in hauling and tipping fees that are avoided.
 - 1.5.4.8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 - 1.5.4.9. Net additional cost or net savings from waste management plan.
- 1.5.5. **Forms:** Prepare waste management plan.

2. EXECUTION

2.1. PLAN IMPLEMENTATION

- 2.1.1. **General:** Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- 2.1.2. **Waste Management Coordinator:** Waste management coordinator shall work with representative of the District for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site for duration of project.
- 2.1.3. **Training:** Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 2.1.3.1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
 - 2.1.3.2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

- 2.1.4. **Site Access and Temporary Controls:** Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 2.1.4.1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2.1.4.2. Comply with Division 1 Section 01500 - Temporary Facilities and Controls, for controlling dust and dirt, environmental protection, and noise control.
- 2.1.5. **Weighing and Documentation:** Separate and weigh all items to be recycled or salvaged.
 - 2.1.5.1. Weight shall be measured by the ton or fraction thereof.
 - 2.1.5.2. Measurement of weight shall be by a properly calibrated scale bearing a current seal of the appropriate weights and measures representation.
 - 2.1.5.3. Measured weights shall be recorded along with all other required documentation.
- 2.2. **DISPOSITION OF SALVAGED MATERIALS AND ITEMS**
 - 2.2.1. Salvaged Materials for Reuse in the Work:
 - 2.2.1.1. Clean or wash salvaged items.
 - 2.2.1.2. Crush and stock pile material for re-use on-site or transport off site.
 - 2.2.1.3. Stockpile materials in an area which is safe from standing water or erosion.
 - 2.2.1.4. Protect stockpiles until ready for re-use.
 - 2.2.1.5. Re-install salvaged materials to comply with installation requirements for new materials.
 - 2.2.2. Salvaged Items are not permitted to be sold on Project site.
 - 2.2.3. Salvaged Items shall be removed from project site for disposition at an appropriate salvage supply yard.
 - 2.2.4. Salvaged Items for District's Use: None.
- 2.3. **RECYCLING DEMOLITION WASTE, GENERAL**
 - 2.3.1. **General:** Recycle paper and beverage containers used by on-site workers.
 - 2.3.2. **Waste Recycling Receivers and Processors:** Licensed entity normally engaged in the business of receiving, recycling, and processing waste materials with a minimum of 5 years of documented experience with the types of waste products to be processed under the provisions of this section.
 - 2.3.3. **Recycling Incentives:** Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by District and Designer/Builder
 - 2.3.4. **Procedures:** Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 2.3.4.1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - 2.3.4.2. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2.3.4.3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 2.3.4.4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 2.3.4.5. Store components off the ground and protect from the weather.
 - 2.3.4.6. Remove recyclable waste off District's property and transport to recycling receiver or processor.
- 2.4. **RECYCLING DEMOLITION WASTE**
 - 2.4.1. **Bituminous Concrete Paving:** Break up and transport paving to asphalt-recycling facility, or process on-site.

- 2.4.2. **Concrete Reinforcement:** Remove reinforcement and other metals from concrete and sort with other metals.
 - 2.4.3. **Concrete:** Break up and transport to concrete-recycling facility or process on site.
 - 2.4.4. **Concrete:** Crush concrete and screen to comply with requirements in Division 2 Section 02300 - Earthwork: Re-use as fill at contractor's option.
 - 2.4.5. **Masonry Reinforcement:** Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 2.4.6. **Masonry:** Crush masonry and screen to comply with requirements in Division 2 Section 02300 - Earthwork for use as satisfactory soil for fill.
 - 2.4.7. **Wood Materials:** Separate lumber, engineered wood products, panel products, and treated wood materials. Dispose of as salvage or recycle for filler or mulch at an appropriate facility.
 - 2.4.8. **Metals:** Separate metals by type.
 - 2.4.8.1. **Structural Steel and Other Metals:** Separate members according to size, type of member, and length.
 - 2.4.8.2. **Recycle bolts, nuts, washers, and other rough hardware.**
 - 2.4.8.3. **Non-Ferrous Metals:** Separate by type.
 - 2.4.9. **Asphalt Shingle Roofing:** Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
 - 2.4.10. **Gypsum Board:** Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
 - 2.4.11. **Acoustical Ceiling Panels and Tile:** Stack large clean pieces on wood pallets and store in a dry location.
 - 2.4.12. **Acoustical Ceiling Suspension Systems:** Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
 - 2.4.13. **Carpet and Pad:** Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 2.4.14. **Equipment: Drain tanks, piping, and fixtures:** Seal openings with caps or plugs. Protect equipment from exposure to weather. Sort and recycle by types of metal.
 - 2.4.15. **Plumbing Fixtures:** Separate and recycle.
 - 2.4.16. **Piping:** Reduce piping to straight lengths and arrange by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
 - 2.4.17. **Lighting Fixtures:** Remove lamps and separate fixtures by type and protect from breakage and weather.
 - 2.4.18. **Electrical Devices:** Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
 - 2.4.19. **Conduit:** Reduce conduit to straight lengths and store by type and size.
 - 2.4.20. **Green Materials:** Separate out roots, stumps, trunks, shrubs, mulch, and other green matter and transport off-site for appropriate processing.
- 2.5. **DISPOSAL OF WASTE**
- 2.5.1. **General:** Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 2.5.2. Do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on or off site.
 - 2.5.3. **Burning:** Do not burn and waste materials on-site.
 - 2.5.4. **Disposal:** Transport waste materials off site and legally dispose of them.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

1. GENERAL

1.1. QUALITY ASSURANCE

Designer/Builder shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.2. FORMAT

- 1.2.1. Designer/Builder shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- 1.2.2. Binders: Designer/Builder shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Designer/Builder shall correlate data into related consistent groupings.
- 1.2.3. Cover: Designer/Builder shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- 1.2.4. Designer/Builder shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- 1.2.5. Designer/Builder shall provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.
- 1.2.6. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- 1.2.7. Drawings: Designer/Builder shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.3. CONTENTS, EACH VOLUME

- 1.3.1. Table of Contents: Designer/Builder shall provide title of Project; names, addresses, and telephone numbers of any engineers, subconsultants, Subcontractor(s), and Designer/Builder with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.
- 1.3.2. For Each Product or System: Designer/Builder shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- 1.3.3. Product Data: Designer/Builder shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.
- 1.3.4. Drawings: Designer/Builder shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Designer/Builder shall not use Project Record Documents as maintenance drawings.
- 1.3.5. Text: The Designer/Builder shall include any and all information as required to supplement Product data. Designer/Builder shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.4. MANUAL FOR MATERIALS AND FINISHES

- 1.4.1. Building Products, Applied Materials, and Finishes: Designer/Builder shall include Product data, with catalog number, size, composition, and color and texture designations. Designer/Builder shall provide information for re-ordering custom manufactured Products.
- 1.4.2. Instructions for Care and Maintenance: Designer/Builder shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 1.4.3. Moisture Protection and Weather Exposed Products: Designer/Builder shall include Product data listing applicable reference standards, chemical composition, and details of installation. Designer/Builder shall provide recommendations for inspections, maintenance, and repair.
- 1.4.4. Additional Requirements: Designer/Builder shall include all additional requirements as specified in the Specifications.

- 1.4.5. Designer/Builder shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.5. MANUAL FOR EQUIPMENT AND SYSTEMS

- 1.5.1. Each Item of Equipment and Each System: Designer/Builder shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Designer/Builder shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- 1.5.2. Panelboard Circuit Directories: Designer/Builder shall provide electrical service characteristics, controls, and communications.
- 1.5.3. Designer/Builder shall include color coded wiring diagrams as installed.
- 1.5.4. Operating Procedures: Designer/Builder shall include start-up, break-in, and routine normal operating instructions and sequences. Designer/Builder shall include regulation, control, stopping, shut-down, and emergency instructions. Designer/Builder shall include summer, winter, and any special operating instructions.
- 1.5.5. Maintenance Requirements: Designer/Builder shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- 1.5.6. Designer/Builder shall provide servicing and lubrication schedule, and list of lubricants required.
- 1.5.7. Designer/Builder shall include manufacturer's printed operation and maintenance instructions.
- 1.5.8. Designer/Builder shall include sequence of operation by controls manufacturer.
- 1.5.9. Designer/Builder shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- 1.5.10. Designer/Builder shall provide control diagrams by controls manufacturer as installed.
- 1.5.11. Designer/Builder shall provide Designer/Builder's coordination drawings, with color coded piping diagrams as installed.
- 1.5.12. Designer/Builder shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- 1.5.13. Designer/Builder shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- 1.5.14. Additional Requirements: Designer/Builder shall include all additional requirements as specified in Specification(s).
- 1.5.15. Designer/Builder shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.6. SUBMITTAL

- 1.6.1. Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall submit to the District for review two (2) copies of a preliminary draft of proposed formats and outlines of the contents of the Manual.
- 1.6.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Designer/Builder shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- 1.6.3. On or before the Designer/Builder submits its final application for payment, Designer/Builder shall submit two (2) copies of a complete Manual in final form. The District will provide comments to Designer/Builder and Designer/Builder must revise the content of the Manual as required by District prior to District's approval of Designer/Builder's final Application for Payment.
- 1.6.4. Designer/Builder must submit two (2) copies of revised Manual in final form within ten (10) days after receiving District's comments. Failure to do so will be a basis for the District withholding funds sufficient to protect itself for Designer/Builder's failure to provide a final Manual to the District.

END OF DOCUMENT

WARRANTIES

1. GENERAL

1.1. FORMAT

- 1.1.1. Binders: Designer/Builder shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- 1.1.2. Cover: Designer/Builder shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- 1.1.3. Table of Contents: Designer/Builder shall provide title of Project; name, address, and telephone number of Designer/Builder and equipment supplier, and name of responsible principal. Designer/Builder shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or work item is specified.
- 1.1.4. Designer/Builder shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Designer/Builder shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.2. PREPARATION

- 1.2.1. Designer/Builder shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Designer/Builder shall leave date of beginning of time of warranty until the date of completion is determined.
- 1.2.2. Designer/Builder shall verify that warranties are in proper form, contain full information, and are notarized, when required.
- 1.2.3. Designer/Builder shall co-execute submittals when required.
- 1.2.4. Designer/Builder shall retain warranties until time specified for submittal.

1.3. TIME OF SUBMITTALS

- 1.3.1. For equipment or component parts of equipment put into service during construction with District's permission, Designer/Builder shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- 1.3.2. On or before the Designer/Builder submits its final application for payment, Designer/Builder shall submit all warranties and related documents in final form. The District will provide comments to Designer/Builder and Designer/Builder must revise the content of the warranties as required by District prior to District's approval of Designer/Builder's final Application for Payment.
- 1.3.3. For items of Work that are not completed until after the date of Completion, Designer/Builder shall provide an updated warranty for those item(s) of Work within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

RECORD DOCUMENTS

1. RECORD DRAWINGS

1.1. GENERAL

- 1.1.1. "Record Drawings" may also be referred to in the Contract as "As-Built Drawings."
- 1.1.2. As indicated in the Contract Documents, District will provide Designer/Builder with one set of reproducible plans of the original Contract Drawings.
- 1.1.3. Designer/Builder shall maintain at each Project Site one (1) set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Designer/Builder shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Designer/Builder shall submit reproducible vellums at the conclusion of the Project following review of the blue-line prints.
- 1.1.4. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- 1.1.5. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Designer/Builder
- 1.1.6. Locations and changes shall be done by Designer/Builder in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

1.2. RECORD DRAWING INFORMATION

- 1.2.1. Designer/Builder shall record the following information:
 - 1.2.1.1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - 1.2.1.2. Actual numbering of each electrical circuit.
 - 1.2.1.3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
 - 1.2.1.4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
 - 1.2.1.5. Installed location of all cathodic protection anodes.
 - 1.2.1.6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
 - 1.2.1.7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
 - 1.2.1.8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.
- 1.2.2. In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.
- 1.2.3. Designer/Builder shall provide additional drawings as necessary for clarification.
- 1.2.4. Designer/Builder shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

2. RECORD SPECIFICATIONS

Designer/Builder shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

3. MAINTENANCE OF RECORD DOCUMENTS

- 3.1. Designer/Builder shall store Record Documents apart from documents used for construction as follows:
 - 3.1.1. Provide files and racks for storage of Record Documents.
 - 3.1.2. Maintain Record Documents in a clean, dry, legible condition and in good order.
- 3.2. Designer/Builder shall not use Record Documents for construction purposes.

END OF DOCUMENT

COMMISSIONING

4. GENERAL

4.1. SUMMARY

- 4.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- 4.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- 4.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.
- 4.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

4.2. DESCRIPTION

- 4.2.1. **Designer/Builder Startup:** Sub-phase of Designer/Builder's work ending with Acceptance of Work, during which Designer/Builder performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - 4.2.1.1. The District, Construction Manager and the Inspector shall be present to observe, inspect and identify deficiencies in building systems operations.
- 4.2.2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the District and Construction Manager.
- 4.2.3. **Fine Tuning:** Fine tuning is the responsibility of Designer/Builders after District occupancy and ending one (1) year after District occupancy. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.
 - 4.2.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and all construction deficiencies are corrected.
 - 4.2.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

4.3. DEFINITION OF TERMS

- 4.3.1. **Contractor's Pre-Commissioning Checklists:** Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- 4.3.2. **Installation Verification Process:** Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.
- 4.3.3. **Functional Performance Testing Process:** Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Designer/Builder certifies that systems are 100% complete and ready for functional testing. The Designer/Builder will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 4.3.4. **Deficiencies and Resolutions List:** Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

4.4. COMMISSIONING SCHEDULE

- 4.4.1. Provide schedules for Designer/Builder Start-Up work.
- 4.4.2. Incorporate in overall construction schedule.

- 4.4.3. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one (1) year from date of occupancy by the District.

4.5. SUBMITTALS

- 4.5.1. Submit Draft and Final Designer/Builder Start-up Forms as described in this Document. Submit Draft Report for Construction Manager's review and comment prior to Final Submission. Submit Final Report not later than twenty weeks before scheduled date of Acceptance of Work.
- 4.5.2. Prepare and submit one copy of report form to be used in preparation of reports for:
 - 4.5.2.1. Each Electrical system specified in Division 16.
- 4.5.3. Each System Report shall be submitted including the following:
 - 4.5.3.1. Project Name
 - 4.5.3.2. Name of System
 - 4.5.3.3. Index of report's content
 - 4.5.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.
 - 4.5.3.5. Space to record equipment and operational problems which cannot be corrected with scheduled Designer/Builder Start-Up program and which may delay Acceptance of Work.
 - 4.5.3.6. Manufacturer's equipment start-up reports.
 - 4.5.3.7. Systems' testing, balancing, and adjusting reports.
 - 4.5.3.8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

4.6. COMMISSIONING DUTIES AND RESPONSIBILITIES

- 4.6.1. Designer/Builder Duties and Responsibilities:
 - 4.6.1.1. Assure the participation and cooperation of Subcontractors and Suppliers under their jurisdictions as required to complete the commissioning process.
 - 4.6.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
 - 4.6.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.
 - 4.6.1.4. Provide qualified representatives for the functional performance commissioning process.
 - 4.6.1.5. Assure that all subcontractors, suppliers, test and balance, controls, etc. include in their respective contracts cost necessary to participate in and complete the commissioning process.
- 4.6.2. **Duties and Responsibilities of Others for Commissioning:** The commissioning process requires the active participation of the Construction Manager, District, and any other related consultants on the Project.

4.7. SYSTEM FAILURES

After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Designer/Builder shall reimburse the District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

END OF DOCUMENT

School Site Test Calendar

Exhibit "L"

DAVIS BACON WAGE INFORMATION

29 C.F.R. 5.5 and FEDERAL WAGE DETERMINATIONS

29 C.F.R. 5.5

Code of Federal Regulations Currentness

Title 29. Labor

Subtitle A. Office of the Secretary of Labor

Part 5. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (Refs & Annos)

Subpart A. Davis–Bacon and Related Acts Provisions and Procedures (Refs & Annos)

→ → **§ 5.5 Contract provisions and related matters.**

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on

the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval

of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual

wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140, 1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140, 1215-0017

[29 FR 100, Jan. 4, 1964, as amended at 29 FR 13463, Sept. 30, 1964; 30 FR 13136, Oct. 15, 1965; 36 FR 19304, Oct. 2, 1971; 40 FR 30481, July 21, 1975; 41 FR 10063, March 9, 1976; 47 FR 145, Jan. 5, 1982; 51 FR 12265, April 9, 1986; 54 FR 4243, Jan. 27, 1989; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 61 FR 68641, Dec. 30, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 74 FR 2862, Jan. 16, 2009]

SOURCE: 48 FR 19541, April 29, 1983; 51 FR 12265, April 9, 1986; 61 FR 40716, Aug. 5, 1996; 65 FR 80278, Dec. 20, 2000; 73 FR 77511, Dec. 19, 2008, unless otherwise noted.

AUTHORITY: 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 et seq.; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 et seq.; and the laws listed in 5.1(a) of this part; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.; 40 U.S.C. 276a-276a-7; 40 U.S.C. 276c; 40 U.S.C. 327-332; Reorganization Plan No. 14 of 1950, 5 U.S.C. Appendix; 5 U.S.C. 301; and the statutes listed in section 5.1(a) of this part.

29 C. F. R. § 5.5, 29 CFR § 5.5

Current through October 25, 2012; 77 FR 65136

FEDERAL WAGE DETERMINATIONS

General Decision Number: CA120035 12/21/2012 CA35

ASBE0005-004 06/28/2010

Superseded General Decision Number: CA20100035

Rates Fringes

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....\$ 18.70 8.65

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

* BRCA0004-010 05/01/2012

Rates Fringes

Modification Number Publication Date

- 0 01/06/2012
- 1 03/02/2012
- 2 03/30/2012
- 3 04/20/2012
- 4 04/27/2012
- 5 05/04/2012
- 6 05/18/2012
- 7 06/08/2012
- 8 07/13/2012
- 9 08/03/2012
- 10 09/14/2012
- 11 09/28/2012
- 12 10/12/2012
- 13 10/19/2012
- 14 11/02/2012
- 15 11/16/2012
- 16 12/21/2012

BRICKLAYER; MARBLE SETTER.....\$ 35.26 12.26

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2012

Rates Fringes

MARBLE FINISHER.....\$ 27.04 10.66
 TILE FINISHER.....\$ 22.37 9.19
 TILE LAYER.....\$ 33.55 13.55

BRCA0018-010 09/01/2009

Rates Fringes

TERRAZZO FINISHER.....\$ 26.59 9.62
 TERRAZZO WORKER/SETTER.....\$ 33.63 10.46

ASBE0005-002 06/28/2010

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 32.79 16.31
 Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 24.21 13.76

CARP0409-001 07/01/2010

Rates Fringes

CARPENTER
 (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....\$ 37.35 11.08
 (2) Millwright.....\$ 37.85 11.08
 (3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer,

Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	10.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

* ELEC0011-002 05/28/2012

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	3%+11.74
Technician.....	\$ 29.05	3%+11.80

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and

low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 08/27/2012

	Rates	Fringes
CABLE SPLICER.....	\$ 42.51	14.03
ELECTRICIAN.....	\$ 40.64	13.97

* ELEC0441-003 11/26/2012

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 28.32	11.15
Technician.....	\$ 30.12	11.20

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment

Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

***Fire Alarm Systems**

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits. Installation and termination of devices, panels, startup, testing and programming performed by the Technician.

2. Fire Alarms-Open Wire Systems: installed by the Technician.

*** ELEC0441-004 11/26/2012**

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic Splicer.....	\$ 40.74	13.77
Electrician.....	\$ 40.14	13.75
Technician.....	\$ 30.12	11.20

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc. Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and

Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of "fish and pull wires". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainage as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks

necessary to install the complete transportation system.

JOURNEYMAN TECHNICIAN duties shall consist of:

Distribution

of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70
(4) Powderman.....	\$ 43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.73	23.535

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 37.40	20.00
GROUP 2.....	\$ 38.18	20.00
GROUP 3.....	\$ 38.47	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 41.06	20.00
GROUP 6.....	\$ 40.18	20.00
GROUP 8.....	\$ 41.39	20.00
GROUP 9.....	\$ 40.41	20.00
GROUP 10.....	\$ 40.41	20.00
GROUP 11.....	\$ 40.58	20.00
GROUP 12.....	\$ 40.58	20.00
GROUP 13.....	\$ 40.68	20.00
GROUP 14.....	\$ 40.71	20.00
GROUP 15.....	\$ 40.79	20.00
GROUP 16.....	\$ 40.91	20.00
GROUP 17.....	\$ 41.08	20.00
GROUP 18.....	\$ 41.18	20.00
GROUP 19.....	\$ 41.29	20.00
GROUP 20.....	\$ 41.41	20.00
GROUP 21.....	\$ 41.58	20.00
GROUP 22.....	\$ 41.68	20.00
GROUP 23.....	\$ 41.79	20.00
GROUP 24.....	\$ 41.91	20.00
GROUP 25.....	\$ 42.08	20.00
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.75	20.00
GROUP 2.....	\$ 39.53	20.00
GROUP 3.....	\$ 39.82	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 40.18	20.00
GROUP 6.....	\$ 40.29	20.00
GROUP 7.....	\$ 40.41	20.00
GROUP 8.....	\$ 40.58	20.00
GROUP 9.....	\$ 40.75	20.00
GROUP 10.....	\$ 41.75	20.00
GROUP 11.....	\$ 42.75	20.00
GROUP 12.....	\$ 43.75	20.00
GROUP 13.....	\$ 44.75	20.00
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 39.25	20.00
GROUP 2.....	\$ 40.03	20.00
GROUP 3.....	\$ 40.32	20.00
GROUP 4.....	\$ 40.46	20.00
GROUP 5.....	\$ 40.68	20.00
GROUP 6.....	\$ 40.79	20.00
GROUP 7.....	\$ 40.91	20.00

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator

work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6

ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted);

Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired

earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar

and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine,

Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile

operator; Lift slab machine operator (Vagtberg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue

W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5

miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County

and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of

Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

Brick Tender.....\$ 27.17 17.36

LABO0300-003 07/01/2012

 ENGI0012-004 08/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 45.40	20.00
(2) Dredge dozer.....	\$ 40.93	20.00
(3) Deckmate.....	\$ 40.82	20.00
(4) Winch operator (stern winch on dredge).....	\$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.73	20.00
(6) Barge Mate.....	\$ 40.34	20.00

 IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.345
Ornamental, Reinforcing and Structural.....	\$ 33.00	24.985

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LABO0300-001 07/01/2012

	Rates	Fringes
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	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 33.69	17.35
GROUP 2.....	\$ 34.01	17.35
GROUP 3.....	\$ 34.47	17.35
GROUP 4.....	\$ 35.16	17.35
LABORER		
GROUP 1.....	\$ 28.09	15.77
GROUP 2.....	\$ 28.64	15.77
GROUP 3.....	\$ 29.19	15.77
GROUP 4.....	\$ 30.74	15.77
GROUP 5.....	\$ 31.09	15.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a

Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner;

Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device

used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95

PLASTER TENDER.....	\$ 29.20	15.95

LABO0882-002 01/01/2010		
	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65
SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.		

LABO1184-001 08/01/2012		
	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 29.01	11.68
(2) Vehicle Operator/Hauler.	\$ 29.18	11.68
(3) Horizontal Directional Drill Operator.....	\$ 31.03	11.68
(4) Electronic Tracking Locator.....	\$ 33.03	11.68
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 29.96	14.38
GROUP 2.....	\$ 31.26	14.38
GROUP 3.....	\$ 33.27	14.38
GROUP 4.....	\$ 35.01	14.38

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the

application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-001 01/01/2012		
	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.35
(2) All Other Work.....	\$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2012		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	14.31

PAIN0036-015 06/01/2012		
	Rates	Fringes
GLAZIER.....	\$ 38.95	19.83

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 05/01/2012		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

PLAS0200-009 08/01/2011		
	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

PLAS0500-002 10/01/2011		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.50	18.72

 PLUM0016-001 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 41.60	19.68
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 40.33	18.70
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 32.49	17.03

 PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter.	\$ 27.35	17.09
Sewer & Storm Drain Work....	\$ 31.00	16.01

 ROOF0036-002 08/01/2012

	Rates	Fringes
ROOFER.....	\$ 34.65	11.38

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 SFCA0669-008 04/01/2012

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA,

AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.43	19.23

 * SFCA0709-003 09/01/2012

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.56	23.62

 SHEE0105-003 07/01/2012

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 41.45	20.41
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding architectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 35.75	26.41

 TEAM0011-002 07/01/2012

	Rates	Fringes
TRUCK DRIVER GROUP 1.....	\$ 27.29	21.69
GROUP 2.....	\$ 27.44	21.69
GROUP 3.....	\$ 27.57	21.69
GROUP 4.....	\$ 27.76	21.69
GROUP 5.....	\$ 27.79	21.69
GROUP 6.....	\$ 27.82	21.69

GROUP 7.....	\$ 28.07	21.69
GROUP 8.....	\$ 28.32	21.69
GROUP 9.....	\$ 28.52	21.69
GROUP 10.....	\$ 28.82	21.69
GROUP 11.....	\$ 29.35	21.69
GROUP 12.....	\$ 29.75	21.69

pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,

El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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TRUCK DRIVERS CLASSIFICATIONS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.

The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007

5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Authorization to Award Piggyback Contract for Purchase and Installation of Shade Structures Districtwide to U.S. Shade and Fabric Structures, Inc.**

ITEM: **Action**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Todd Butcher, Director, Construction**
John Geiszler, Director, Purchasing

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a piggyback contract for the purchase and installation of shade structures Districtwide. This contract allows for other school districts and public agencies to utilize the same terms.

RATIONALE:

At its October 24, 2012 meeting, the Board authorized staff to obtain bids for the purchase and installation of shade structures Districtwide. This bid was advertised, as legally required, in the *Orange County Register*. Twenty-five bidders received bid packages and two submitted bids. Staff recommends award to U.S. Shade and Fabric Structures, Inc., the lowest responsive, responsible bidder. Vendor selection is in compliance with Board Policy.

Bidders	Items Awarded
U.S. Shade and Fabric Structures, Inc.	92
Hanson Associates	Bid did not meet minimum specifications

FUNDING:

As required by project

RECOMMENDATION:

Authorize staff to award a piggyback contract to U.S. Shade and Fabric Structures, Inc., for the purchase and installation of shade structures Districtwide, for the period of one year, with the option of the board annually approving four additional years, pursuant to Public Contract Code Section 20118.

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: **Acceptance of Withdrawal Letter From Horizons Construction Co., Intl., for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School Under Modernization Program**

ITEM: **Action**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Todd Butcher, Director, Construction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to accept the withdrawal letter from Horizons Construction Co., Intl., for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School. On October 19 and November 2, 2012, legal advertisements of notice calling for bids were placed with the *Orange County Register* notifying contractors that the District was accepting bids. January 10, 2013, bid day, 17 bids were received.

RATIONALE:

The Architect, Construction Manager, and staff are all in agreement to accept the withdrawal letter from Horizons Construction Co., Intl., due to a clerical error. Therefore, the Board is requested to authorize staff to accept the withdrawal letter (attached). Per Public Contract Code section 5103 (b), written notice must be received within five working days after the opening of the bids specifying how the mistake occurred.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept the withdrawal letter from Horizons Construction Co., Intl., for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School Under Modernization Program.

**HORIZONS
CONSTRUCTION CO., INTL.**

General Contracting and Engineering

1173 N. Patt St.
Anaheim Ca, 92801

TEL (714) 626-0000
FAX (714) 626-0006

License # 825022

January 15, 2013

Santa Ana Unified School District
1601 E. Chestnut Ave.
Santa Ana, CA 92701

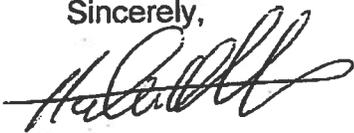
Re: Willard I.S. Field and Track - Package # 17

Attn: Balfour Beatty Construction

After reviewing our bid for the above referenced project submitted in the total amount of \$1,484,700.00 we request to withdraw our bid due to a mathematical calculation error in the final addition sheet.

This is to serve as our letter of withdrawal. We regret the inconvenience and we thank you for your understanding. If you have any questions, please contact our office.

Sincerely,



Hatem Ibrahim, President

Horizons Construction Company.

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Authorization to Award Contract for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School Under Modernization Program

ITEM: Action

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School under the Modernization Program.

RATIONALE:

At its November 8, 2011 meeting, the Board authorized staff to obtain bids for Willard Intermediate School Modernization project. Legal advertisements of notice calling for bids were placed with the *Orange County Register* on October 19 and November 2, 2012. Staff contacted 50 contractors, of which 32 picked up plans. On January 10, 2013, bid day, the District received 17 bids. The architect and staff are in agreement that Park West Landscape, Inc., represents the lowest responsive bidder. This bid amount is within budget. The following is a list of all bids received:

Contractors:	Bid Amounts:
<i>Horizons Construction Company, International, Inc. (Withdrew Bid)</i>	\$1,484,700
Park West Landscape, Inc.	\$1,706,000
Angeles Contractors, Inc.	\$1,763,000
Dalke & Sons Construction, Inc.	\$1,764,800
Ohno Construction Company	\$1,796,000
Bravo Concrete Construction Services	\$1,922,706
Mel Smith Electric, Inc.	\$1,933,000
C. S. Legacy Construction, Inc.	\$1,942,592
MDE Group, Inc.	\$1,979,000
USS Cal Builders, Inc.	\$1,980,000
Newman Midland Corporation	\$1,997,113
SBS Corporation	\$2,061,211
Echo Pacific Construction, Inc.	\$2,140,041
Ian Thomas Group, Inc.	\$2,325,000

Avi-Con, Inc., dba CA Construction	\$2,373,000
M.S. Construction Management Group	\$2,397,832
Minako America Corporation dba Minco Construction	\$2,787,000

FUNDING:

City of Santa Ana Proposition 84 Grant: \$1,706,000

RECOMMENDATION:

Authorize staff to award a contract to Pack West Landscape, Inc., for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School in the amount of \$1,706,000 under the Modernization Program.

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Approval of Personnel Calendar

ITEM: Action

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

PREPARED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Personnel Calendar.

RATIONALE:

Board approval of the Personnel Calendar is required for all Certificated and Classified personnel reports, non-confidential leaves of absences, and effective dates of resignations and retirements.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Personnel Calendar.


CH:nr

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS					
Kling, Terry	Librarian	Godinez	February 8, 2013		Accepted another position - 1 year and 6 months
Vicario, Robert	Curriculum Specialist	Educational Services Secondary Division	January 18, 2013		Accepted another position - 22 years
RESIGNATION CHANGE IN DATE					
Glauser, Jennifer	Teacher	Lathrop	From February 13, 2013 to February 5, 2013		Moving, Family Responsibilities, Personal - 1 year
NEW HIRES/RE-HIRES					
Cater, Rose	Teacher	Garfield	January 24, 2013		New Hire - Temporary 44920 (partial contract 21%)
Martin, Erica	Teacher	Segerstrom	January 28, 2013		New Hire - Temporary 44909
Micka, Justin	Teacher	Saddleback	January 30, 2013		New Hire - Probationary I
Palomino, Carina	Teacher	Willard	January 30, 2013		New Hire - Temporary 44909

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Landers, Linda	Teacher	Spurgeon	January 14, 2013	January 25, 2013	Personal
ABSENCE (3 to 20 duty days) - Without Pay and Without Benefits					
Fruhwith, Lisa	Teacher	Davis	January 29, 2013	May 30, 2013	Family Responsibilities
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Newland, Taia	Teacher	Roosevelt	January 24, 2013	January 24, 2013	Statutory
Silva, Christine	Counselor	MacArthur	January 17, 2013	January 25, 2013	Statutory
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Luna, Araceli	Teacher	King	January 22, 2013	January 29, 2013	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Aguila, Dawn	Teacher	Staff Development	March 1, 2013	April 15, 2013	Statutory
Breckenridge, Paul	Teacher	Santiago	January 30, 2013	April 29, 2013	Statutory
Byrd, Denise	Teacher	Thorpe	November 1, 2012	February 26, 2013	Statutory
Edelen, Claire	Teacher	Century	January 29, 2013	March 13, 2013	Statutory
Henson, Mark	Teacher	Segerstrom	February 4, 2013	March 15, 2013	Statutory
Johnson, Maria	Teacher	Segerstrom	January 15, 2013	March 12, 2013	Statutory

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits					
Newland, Taia	Teacher	Roosevelt	January 25, 2013	March 29, 2013	Statutory
CALIFORNIA FAMILY RIGHTS ACT (CFRA) - Without Pay and Without Benefits					
Luna, Araceli	Teacher	King	January 30, 2013	March 15, 2013	Statutory
Newland, Taia	Teacher	Roosevelt	January 25, 2013	March 29, 2013	Statutory
EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Beach, Nancy	Teacher	Lorin Grisct	January 21, 2013	January 28, 2013	Statutory
Luna, Araceli	Teacher	King	January 15, 2013	January 18, 2013	Statutory
Phan, Vivien	Psychologist	Psychological Services	January 21, 2013	February 8, 2013	Statutory
EXTENDED WORK YEAR 2012-13					
Meyers, Kathleen	Teacher	Lathrop	January 29, 2013	June 13, 2013	Extra Period
EXTRA DUTY 2012-13					
Aguila, Dawn	Teacher	Special Education	January 2, 2013	January 9, 2013	Regular Hourly Rate
Garcia, Kimberly A.	Teacher	Special Education	January 2, 2013	January 9, 2013	Regular Hourly Rate
WINTER SPORTS 2012-13					
Belida, Ryan	Assistant Coach	Valley	2012-13		Basketball (Boys)

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
WINTER SPORTS 2012-13 (Continued)					
Delgado, Gabriel	Head Coach	Valley	2012-13		Basketball (Boys)
Lammers, Frederick	Head Coach	Valley	2012-13		Water Polo (Girls)
Mora, Hector	Head Coach	Valley	2012-13		Wrestling (Boys)
Ortiz, Brenda	Head Coach	Valley	2012-13		Basketball (Girls)
Sanchez, Jose C.	Head Coach	Valley	2012-13		Soccer (Boys)
Terwilliger, Erik	Assistant Coach	Valley	2012-13		Water Polo (Girls)
ADMINISTRATIVE SUBSTITUTE					
Almaguer, Stephanie	Administrative Substitute	Carr	February 1, 2013	March 29, 2013	
Bryan, Carol	Administrative Substitute	Carr	January 22, 2013	January 31, 2013	
CABINET CONTRACTS					
Mendez, Herman	Assistant Superintendent Elementary Division	Educational Services Elementary Division	July 1, 2013	June 30, 2015	
Miller, Dawn	Assistant Superintendent Secondary Division	Educational Services Secondary Division	July 1, 2013	June 30, 2015	

**AGENDA ITEM REQUESTS
CERTIFICATED
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
CAHSEE Preparation Classes	Santa Ana	EIA-SCE	\$4,750	February 13, 2013
Computer Lab Time Intervention - Certificated (Ratification)	Diamond	EIA-LEP	\$2,000	January 30, 2013
District Writing Assessment Scores Grades 6-12 Retired Teachers (Ratification)	English Learner Programs & Student Achievement	Title I	\$13,320	January 31, 2013
Expository Reading and Writing Courses Teacher Meetings/Collaboration (Ratification)	Educational Services Secondary Division	Title I	\$10,404	January 16, 2013
Hacia Adelante Tutor - Program Planning	English Learner Programs & Student Achievement	Title I	\$14,682	February 13, 2013
Intervention Teacher 3-4 Grades	Garfield	EIA-SCE	\$3,500	February 13, 2013
Migrant Education Tutoring Services	Migrant Education Program & English Learner Programs	Migrant Education Program	\$60,000	February 13, 2013
PBIS/Wellness Support	Garfield	Title I	\$1,800	March 13, 2013
RTI Intervention	Garfield	EIA-LEP	\$6,600	March 13, 2013
Santa Ana Strings VAPA Extra Duty - Certificated (Ratification)	Special Projects	Title I	\$39,000	February 5, 2013
SIG Academic Field Trips (Ratification)	Saddleback	SIG	\$9,500	January 29, 2013
SIG Extended Learning Tutoring & Enrichment (Correction previously approved June 26, 2012)	Willard	SIG	From \$20,000 to \$38,000	January 1, 2013
Summer AVID Institute (Ratification)	Middle College	OCDE- Destination Graduation	\$346	August 5, 2012

**Board Meeting
February 12, 2013**

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS						
Estrada, Alejandra	Instr. Asst. Sev. Dis.	Santa Ana	February 6, 2013			Personal - 3 months
Morgan, Kara	SSP Sp. Ed.	Mendez	January 25, 2013			Personal - 3 months
ABSENCES (3 to 20 duty days) - Without Pay						
Aguilar, Felipa	Fd. Svc. Wkr.	McFadden	October 29, 2012	December 1, 2012		Personal
McMillan, Lisa	Headstart Teacher	Child Dev.	January 14, 2013	February 12, 2013		Personal
Nuñez, Julio	Library Media Tech.	Saddleback	January 18, 2013	April 26, 2013		Personal
Perez, Lucy	Headstart Teacher	Child Dev.	November 26, 2012	December 21, 2012		Personal
Wilson, Patty	Lead Preschool Teacher	ECE	May 30, 2013	June 14, 2013		Personal
CALIFORNIA FAMILY RIGHTS ACT (CFRA) - Without Pay						
Lara, Amanda	Headstart Teacher	Child Dev.	January 28, 2013	March 1, 2013		Statutory Leave
Rangel, Laura	Instr. Asst. Sev. Dis.	Santa Ana	January 14, 2013	March 15, 2013		Statutory Leave
FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid						
Castorena, Esperanza	Bus Cook Aide	ECE	December 29, 2012	January 25, 2013		Statutory Leave
Soto, Angelica	Headstart Teacher	Child Dev.	January 16, 2013	January 18, 2013		Statutory Leave

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVES (21 duty days or more) - Paid						
Lara, Amanda	Headstart Teacher	Child Dev.	January 28, 2013	March 1, 2013		Statutory Leave
Penunuri, Valerie	Preschool Teacher	ECE	February 15, 2013	March 29, 2013		Statutory Leave
Ponce, Patricia	Payroll Clerk	Payroll Dept.	January 7, 2013	February 8, 2013		Statutory Leave
Velasco, Jose	Rv. Ld. Custodian	Bldg. Svcs.	January 7, 2013	February 8, 2013		Statutory Leave
LEAVE (21 duty days or more) - Without Pay						
Perez, Lucy	Headstart Teacher	Child Dev.	January 14, 2013	June 14, 2013		Personal
PROBATIONARY APPOINTMENTS						
Duenas, Vanessa	SSP Sp. Ed.	Santiago	January 22, 2013		19/1	
Molina, Laura	SSP Sp. Ed.	Saddleback	January 25, 2013		19/1	
PROMOTIONAL APPOINTMENT						
Bravo-Solis, Miguel	Rv. Ld. Custodian	Bldg. Svcs.	February 4, 2013		28/1 + Diff.	
REAPPOINTMENT						
Espidio, Martha	Fd. Svc. Wkr.	Food Svcs.	January 23, 2013		11/6	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENTS						
Arciga-Gonzalez, Evelyn	SLPA	Mitchell	August 22, 2012			From 6.5 hrs. to 19.5 hrs.
Gutierrez, Edward	Teacher's Aide	Child Dev.	August 20, 2012			From 3.9 hrs. to 8 hrs.
Petros, Diana	SLPA	Speech Dept.	August 22, 2012			From 5.2 hrs. to 6.5 hrs.
TEMPORARY APPOINTMENTS - Out of Class Compensation						
Avalos, Matilda	Sch. Off. Asst. Sec.	Valley	February 1, 2013	February 22, 2013	24/3	
Barrett, Shawn	Plant Custodian Int.	Bldg. Svcs.	December 27, 2012	January 4, 2013	32/1	
Chavez, Robert	Help Desk Analyst	ITC	November 2, 2012	January 31, 2013	48/5	
Jimenez, Anabel	Fd. Svc. Spvr. Elem.	Food Svcs.	December 17, 2012	June 13, 2013	15/1	
Marquez, Cynthia	Attendance Tech.	Willard	January 28, 2013	February 1, 2013	24/3	
Pecharich, Joseph	Electrical/Electronic Spvr.	Bldg. Svcs.	November 27, 2012	December 10, 2012	46/3	Correction of Salary
ACTIVITY SUPERVISOR						
Kuo, Kenny	Activity Spvr.	Seegerstrom	January 22, 2013			
HOURLY APPOINTMENTS						
Ellis, Ruth	Instr. Provider	McFadden	January 21, 2013			
Flores, Zaira	Instr. Provider	Santa Ana	January 23, 2013			

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - February 12, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SUBSTITUTES						
Aguirre, Norma	Fd. Svc. Wkr.		January 29, 2013		11/1	
Anaya, Liliana	Fd. Svc. Wkr.		January 29, 2013		11/1	
Angel Felix, Wendy	Fd. Svc. Wkr.		January 18, 2013		11/1	
Autagavaia, Stephanie	Fd. Svc. Wkr.		January 22, 2013		11/1	
Bermejo Mora, Juanita	Fd. Svc. Wkr.		January 22, 2013		11/1	
Bishop Sr., Michael	Administrative Sub.	District Office	December 27, 2012		\$106.15	Correction of Date
Diaz, Jose	Fd. Svc. Wkr.		January 29, 2013		11/1	
Escobar Contreras, Nancy	Fd. Svc. Wkr.		January 29, 2013		11/1	
Madrigal, Martha	Instructional Asst.		January 24, 2013		19/1	
Ros, Brian	Instructional Asst.		January 17, 2013		19/1	
Ruiz, Idalia	Fd. Svc. Wkr.		January 29, 2013		11/1	
Silvas, Alexis	Instructional Asst.		January 23, 2013		19/1	

**AGENDA ITEMS REQUESTS
CLASSIFIED
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
After School & Saturday Intervention - Classified (Ratification)	Diamond Elementary School	EIA-LEP	\$1,500	January 30, 2013
Childcare	Sepulveda Elementary School	Title I	\$500	March 13, 2013
Childcare Provider/Activity Supervisor (Ratification)	Madison Elementary School	EIA-SCE	\$5,000	December 12, 2012
Classified Extra Duty	Lorin Grisnet Academy	General	\$250	March 13, 2013
Classified Extra Duty	Lorin Grisnet Academy	General	\$250	March 13, 2013
Clerical Extra Duty (Ratification)	Lorin Grisnet Academy	General	\$1,000	January 14, 2013
Extra Duty for Classified Employees (Ratification)	Kennedy Elementary School	EIA	\$2,000	September 26, 2012
McKinney-Vento Services (Ratification)	Center Street Site - Pupil Support Services	McKinney-Vento Homeless Education Title X Part A Set- Aside Budget	\$5,000	January 15, 2013
Paraprofessionals/Translators (Ratification)	Lincoln	EIA-SCE	\$7,000	January 1, 2013
Saturday Math Academy Extended Learning: Tutors	Willard Intermediate School	EIA	\$3,000	February 13, 2013
SIG Classified Extra Duty Clerical, Community Liaison & Call Center (Increase) (Ratification)	Willard Intermediate School	SIG	\$39,000	January 1, 2013
Tutoring Intervention English Learners	Muir	EIA-SCE	\$6,373	February 13, 2013

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Adoption of Resolution No. 12/13–2952 – Declaring February 2013 as African American History Month

ITEM: Action

SUBMITTED BY: Thelma Meléndez de Santa Ana, Ph.D., Superintendent

PREPARED BY: Deidra Powell, Chief Communications Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 12/13–2952 declaring February 2013 as African American History Month in the Santa Ana Unified School District (District).

RATIONALE:

The History/Social Science Framework for California’s K–12 schools emphasizes the inclusion of those experiences of men and women of different racial, religious, and ethnic groups. It is appropriate that all students become aware of the social, scientific, and economic contributions of African Americans throughout this country’s development. Further, the District is committed to honoring and respecting the cultural diversity and many contributions made by the local African American community including parents, students and staff of the District. The District seeks to ensure that all students are educated as to the background, history, and contributions of African Americans in the United States.

FUNDING:

Not applicable

RECOMMENDATION:

Adopt Resolution No. 12/13–2952 declaring February 2013 as African American History Month.

1 RESOLUTION NO. 12/13-2952

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 AFRICAN AMERICAN HISTORY MONTH

6 FEBRUARY 2013

7 WHEREAS, Americans of African descent helped develop our nation in countless
8 ways, those recognized, unrecognized, and unrecorded; and,

9 WHEREAS, African American history reflects a determined spirit of
10 perseverance and cultural pride in its struggle to equally share in the
11 opportunities of a nation founded upon the principles of freedom and liberty for
12 all people ; and,

13 WHEREAS, African American citizens have participated in every American
14 effort to secure, protect, and maintain the essence and substance of American
15 democracy, as reflected by California Education Code Section 37221 (d) which
16 establishes March 5 as Black American Day to commemorate the anniversary of the
17 death of Crispus Attucks, the first African American martyr of the Boston
18 Massacre; and,

19 WHEREAS, the California Board of Education recognized in its Policy
20 Statement on Multicultural Education Policy that each student needs an opportunity
21 to understand the common humanity underlying all people; to develop pride in his
22 or her own identity and heritage; and to understand, respect, and accept the
23 identity and heritage of others; and,

24 WHEREAS, the history and contributions of African American citizens have
25 been consistently overlooked, misinterpreted and undervalued in the curriculum of
26 public education institutions prior to the Civil Rights Act of 1964; and,

27 WHEREAS, the History-Social Science Framework of California Public Schools,
28 Kindergarten through grade 12, states that the history curriculum of community,

1 state, region, nation, and world must reflect the experiences of men and women and
2 of different racial, religious, and ethnic groups and must be integrated at every
3 level.

4 NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Board of Education
5 proclaims the month of February 2013 as *African American History Month* and
6 encourages all schools, community organizations, businesses, and the City of Santa
7 Ana to commemorate this occasion with appropriate instructional and celebratory
8 activities.

9 Upon motion of Member _____ and duly seconded, the foregoing
10 Resolution was adopted by the following vote:

11 AYES:

12 NOES:

13 ABSENT

14 STATE OF CALIFORNIA)
15) ss.
16 COUNTY OF ORANGE)

17
18 I, Thelma Meléndez de Santa Ana, Secretary of the Board of Education of the
19 Santa Ana Unified School District of Orange County, California, hereby certify
20 that the above and foregoing Resolution was duly adopted by the said Board at a
21 regular meeting thereof held on the _____ day of _____, 2013, and
22 passed by a vote of _____ of said Board.

23 IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
24 _____, 2013.

25
26
27 _____
28 Thelma Meléndez de Santa Ana, Ph.D.
29 Secretary
30 Board of Education
Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
February 12, 2013

Board Meeting

TITLE: Board and Staff Reports/Activities
ITEM: Reports
SUBMITTED BY: Thelma Meléndez, Ph.D., Superintendent
PREPARED BY: Thelma Meléndez, Ph.D., Superintendent

BACKGROUND INFORMATION:

The purpose of this agenda item is for members of the Board of Education and staff to make announcements to the community regarding events and activities within Santa Ana Unified School District and the community as they relate to student achievement.

RATIONALE:

Members of the Board of Education have requested an item on the agenda of each regular meeting to provide an opportunity for announcements.

This item will provide pertinent information to the general public.

FUNDING:

Not Applicable

RECOMMENDATION:

Board members will make announcements regarding community events and activities within Santa Ana Unified School District and the community.

TM:rr