

**BOARD MEETING NOTICE AND AGENDA**  
**CULVER CITY UNIFIED SCHOOL DISTRICT**  
**Regular Meeting of the Board of Education to**  
**“Conduct the District’s Business in Public”**  
**CLOSED SESSION - 5:30 p.m.**  
**OPEN SESSION – 6:00 p.m.**

**District Office Board Room**  
**4034 Irving Place, Culver City, CA 90232**

**July 1, 2013**

Persons in the audience during the meeting of the Board of Education are asked not to talk during presentations or the meeting. If conversation with another person needs to take place, please do so outside the Board Room so as not to disrupt others or the meeting. *Please make sure your cell phone is turned off or silenced at this time.*

**PRESENTATIONS AND PUBLIC COMMENTS**

Persons wishing to address the Board on any item on the agenda will be granted three (3) minutes at the time the item appears on the agenda. In the case of a non-agenda item, persons are invited to comment under “Public Recognition.” In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Prior to addressing the Board, please complete a card (located on the table at the rear entrance) and give the card to the Superintendent’s Executive Assistant. Persons addressing the Board are asked to do so from the podium. Please state your name, address, and organization before making your presentation.

**1. CALL TO ORDER**

The meeting was called to order by \_\_\_\_\_, at \_\_\_\_\_ p.m.

**Roll Call – Board of Trustees**

Katherine Paspalis, Esq., President  
Patricia Siever, Professor, Vice President  
Nancy Goldberg, Clerk  
Laura Chardiet, Member  
Karlo Silbiger, Member

**2. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

**3. RECESS TO CLOSED SESSION**

- 3.1 Public Appointment/Employment (Pursuant to GC §54957)  
Certificated Personnel Services Report No. 1  
Classified Personnel Services Report No. 1

**4. ADJOURNMENT OF CLOSED SESSION**

5. **REGULAR MEETING – 6:00 p.m.**

5.1 Roll Call – Board of Trustees  
Katherine Paspalis, Esq., President  
Patricia Siever, Professor, Vice President  
Nancy Goldberg, Clerk  
Laura Chardiet, Member  
Karlo Silbiger, Member

5.2 Flag Salute

6. **PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN BY THE BOARD IN CLOSED SESSION**

7. **PUBLIC HEARING - None**

8. **ADOPTION OF AGENDA**

Recommendation is made that the agenda be adopted as submitted.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Vote \_\_\_\_\_

9. **CONSENT AGENDA**

All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. An Administrative Recommendation on each item is contained in the agenda supplements. There will be no separate discussions of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Items.

- 9.1 Approval is Recommended for Purchase Orders
- 9.2 Approval is Recommended for the Certificated Personnel Reports No. 1
- 9.3 Approval is Recommended for the Classified Personnel Reports No. 1
- 9.4 Approval is Recommended for the Office of Child Development  
2013/2014 Contracts
- 9.5 Approval is Recommended for the Office of Child Development  
2013/2014 Resolution

10. **AWARDS, RECOGNITIONS AND PRESENTATIONS**

- 10.1 Presentation to 2013 CCHS Graduate Eric Mitchell

11. **PUBLIC RECOGNITION**

Public recognition is the time when members of the audience may address the Board on matters not listed on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. In the interest of time and order, presentations from the public are limited to three (3) minutes per person. The total time for non-agenda items shall not exceed twenty (20) minutes. Board members will be allotted fifteen (15) minutes to comment during this portion of the agenda. The Board of Trustees may reduce the time limit(s) if there are a large number of individuals desiring to address the Board.

- 11.1 Superintendent's Report
- 11.2 Assistant Superintendents' Reports
- 11.3 Members of the Audience
- 11.4 Members of the Board of Education

**12. INFORMATION ITEMS**

Information items are generally included on the agenda for two reasons: to solicit reactions from the Board and the public on matters which may require Board action at a later date; and to provide information on a wide range of matters of interest to the Board and public. Comments by the public shall be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

- 12.1 Capital Needs/Bond Consultant Team Report

**13. RECESS (10 Minutes)**

**14. ACTION ITEMS**

This is the time of the meeting when members of the audience may address the Board on matters that are on the agenda. Those persons wishing to speak should complete a Speaker's Card and submit it to the Superintendent's Executive Assistant. Routine Board procedure on action items includes: receiving additional background information or analysis from staff; receiving comments from members of the audience; receiving additional information from the Superintendent or other resource personnel; introducing a motion on the item; taking action on the agenda item. Comments by the public will be limited to three (3) minutes per person and twenty (20) minutes per agenda item unless the Board, by majority vote, agrees to extend or reduce the time.

**14.1 Superintendent's Items**

- 14.1a Approval is Recommended for the Amended Contract Language for the Position of Assistant Superintendent of Human Resources

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

- 14.1b Approval is Recommended for the Amended Contract Language for the Position of Assistant Superintendent of Business Services

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**14.2 Education Services Items**

- 14.2a Approval is Recommended for the Contract between Culver City Unified School District and K12 Virtual Schools

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**14.3 Business Items**

- 14.3a Approval is Recommended for the 2013-2014 Agreement with Corinne Loskot Consulting

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.3b Approval is Recommended for the Summer Projects Agreement with Balfour Beatty Construction

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**14.4 Personnel Items**

14.4a Approval is Recommended for the 2012/2013 Agreement Between the Culver City Unified School District (CCUSD) and Association of Classified Employees (ACE)

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

14.4b Approval is Recommended for Revised Certificated Administrator Salary Schedule

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**15. BOARD BUSINESS - None**

**16. ADJOURNMENT**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY. Any individual with a disability who requires reasonable accommodation to participate in a board meeting, may request assistance by contacting the Superintendent's Office at 4034 Irving Place, Culver City, CA 90232. Phone Number: (310)842-4220 Fax Number: (310)842-4205

**FUTURE MEETINGS**

August 27 – 7:00 p.m. – Regular Meeting (7:00 p.m. Open Session), City Hall (Chambers), 9770 Culver Blvd.  
September 10 – 7:00 p.m. – Regular Public Meeting, (6:00 p.m. Closed Session), District Office, 4034 Irving Place

NOTE: The CCUSD TIP Hotline is (310) 535-2590. Culver City Unified School District meetings are regularly scheduled for the second and fourth Tuesdays of every month. Public records related to the public session agenda, that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the District Office, 4034 Irving Place in Culver City during regular business hours (8:00 a.m. to 4:30 p.m.) A complete agenda is available for review in each school office and also available for pickup at the District Office. Visit the Culver City Unified School District Website at [www.ccusd.org](http://www.ccusd.org). Each school office has a suggestion box. We look forward to receiving your comments and suggestions.

## BOARD REPORT

7/1/13

9.1

### 9.1 PURCHASE ORDERS

The attached purchase order list is submitted to the Board of Education for ratification. No other purchase orders have been issued other than those previously approved or included in the attached list.

The intent of this report is to provide the Board of Education and the community with more definitive information relative to purchasing and disbursement of monies by fund and account.

Purchase order grand total from June 16, 2013 through June 22, 2013 is \$24,134.10.

#### BUDGET NUMBER LEGEND FOR FUNDS

01.0 general fund  
01.7 tri-city selpa  
11.0 adult education fund  
12.0 child development fund  
13.0 cafeteria fund  
14.0 deferred maintenance fund  
21.0 building fund  
25.0 capital facilities fund  
40.0 redevelopment  
76.0 warrant pass-through fund  
96.0 general fixed asset account

**RECOMMENDED MOTION:** That purchase orders from June 16, 2013 through June 22, 2013 in the amount of \$24,134.10 be ratified by the Board of Education.

**Moved by:**

**Seconded by:**

**Vote:**

# Board List Purchase Order Report CULVER CITY UNIFIED SD

Report ID: LAPO009C

District: 64444

Purchase Orders/Buyouts To The Board for Ratification From :  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

6/16/2013 To 6/22/2013

Page No. 1

Run Date: 06/22/2013

Run Time: 06:13:30AM

FY: 12-13

WEEKLY

PO Date	PO #	Stat	Ord#	Change	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	Amount	PO Amt
06/18/13	59453M	A		06/18/2013	BEE PROFESSIONALS,	PEST CONTROL	Maintenance	01.0	81500.0	00000	81100	5630	0005040	12-13		225.00	225.00
						06/18/2013	59453M	BEE PROFESSIONALS, INC.									
06/18/13	59461M	A		06/18/2013	CLASSIC PARTY RENTALS	GRADUATION SUPPLIES	El Rincon Elementary	01.0	00000.0	11100	10000	5890	2040000	12-13		885.20	885.20
						06/18/2013	59461M	CLASSIC PARTY RENTALS									
06/18/13	60812	A		06/18/2013	HERFF JONES, INC.	INSTRUCTIONAL SUPPLIES	Adult School	11.0	06390.0	41100	27000	4310	0000010	12-13		224.38	224.38
						06/18/2013	60812	HERFF JONES, INC.									
06/18/13	60819	A		06/18/2013	CDW-G	COMPUTER SUPP/EQUIP	Culver City Middle School	01.0	00000.0	16003	10000	4410	3010000	12-13		1,192.27	1,192.27
								01.0	00000.0	16002	10000	4410	3010000	12-13		1,192.26	1,192.26
						06/18/2013	60819	CDW-G								2,384.53	
06/18/13	60820	A		06/18/2013	WESTVIEW SCHOOL	CONTRACT SERVICES RENDERED	Undistributed Sel pa	01.7	33270.0	50010	22000	5880	0000000	12-13		560.00	560.00
						06/18/2013	60820	WESTVIEW SCHOOL									
06/19/13	60821	A		06/19/2013	BARRON'S EDUCATIONAL	BOOKS	Adult School	11.0	06390.0	41100	10000	4110	0000010	12-13		137.00	137.00
						06/19/2013	60821	BARRON'S EDUCATIONAL SERIES INC.									
06/21/13	60824	A		06/21/2013	NCS PEARSON, INC.	LICENSE/FEEES	Culver City Middle School	01.0	90127.0	11100	10000	4340	3010000	12-13		5,886.36	5,886.36
						06/21/2013	60824	NCS PEARSON, INC.									
06/21/13	60825	A		06/21/2013	ENCORP	CONTRACTED SERVICES	Undistributed Bus Svcs	01.0	00000.0	00000	00000	5890	0000000	12-13		12,250.00	12,250.00
						06/21/2013	60825	ENCORP									
06/21/13	60826	A		06/21/2013	OFFICE DEPOT	OFFICE SUPPLIES	Culver City High School	01.0	65200.0	57700	21000	4350	4010000	12-13		552.59	552.59

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

# Board List Purchase Order Report CULVER CITY UNIFIED SD

Page No. 2  
Run Date: 06/22/2013  
Run Time: 06:13:30AM  
FY: 12-13  
WEEKLY

Report ID: LAPO009C  
District: 64444

Purchase Orders/Buyouts To The Board for Ratification From :  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

6/16/2013 To 6/22/2013

## Change

PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/21/13	60828	A		06/21/2013	PROED	TEST/TEST MATERIALS 06/21/2013	60826 Culver City High School 60828	01.0	65200.0	57700	21000	4320	4010000	12-13	210.63	210.63
							PROED								210.63	
06/21/13	60829	A		06/21/2013	PHONAK HEARING SYSTEMS	OFFICE SUPPLIES 06/21/2013	60829 Special Education 60829	01.0	33100.0	50010	27000	4350	0004040	12-13	100.00	100.00
06/21/13	60830	A		06/21/2013	BARBARA MERKEL	CONTRACT SERVICES RENDERED 06/21/2013	60830 Special Education 60830	01.0	33100.0	57500	39000	5890	0004040	12-13	669.41	669.41
06/21/13	61329	A		06/21/2013	ATKINSON, ANDELSON, LOYA,	CONFERENCE AND TRAVEL 06/21/2013	61329 Human Resources 61329	01.0	00000.0	00000	74000	5220	0003000	12-13	49.00	49.00

Total by District : 64444

24,134.10

24,134.10

End of Report LAPO009C

## NONPUBLIC SCHOOLS:

APPROVED YTD: \$4,110,859.49

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

**BOARD REPORT**

9.2

**Financial Implication for Certificated Services Report No. 1**

**Total Fiscal Impact per Funding Source:**

Adult School	\$ 8,956.80
BTSA	\$ 22,421.50
Fee Based	\$ 3,138.63
GED	\$ 2,000.00
General Fund	\$ 135,458.30
General Fund – Educational Services	\$ 18,277.62
Kids Program – Adult School	\$ 8,001.00
Office of Child Development	\$ 58,262.00
Special Education	\$ 4,811.10
Title III	\$ 5,320.00



## BOARD REPORT

### 9.2 Certificated Personnel Services Report No. 1

#### I. Authorization and Ratification of Employment

##### A. First Year – Probationary Teacher

Effective August 20, 2013

Funding Source: General Fund

Total Cost: \$126,714.60

- |    |                     |  |            |
|----|---------------------|--|------------|
| 1. | Flores, Maria       | Elementary Teacher – Spanish Immersion | La Ballona |
| 2. | Martin, Guadalupe   | Elementary Teacher – Spanish Immersion | La Ballona |
| 3. | Rodriguez, Jennifer | Elementary Teacher – Spanish Immersion | El Marino  |

##### B. Teacher on Special Assignment – District Office

Effective July 23, 2013 through August 20, 2013 at current per diem of \$426.52, not to exceed 16 days

Funding Source: General Fund – Educational Services

Total Cost: \$6,824.32

1. Ebora, Lynn

##### C. Teacher on Special Assignment BTSA– District Office

Effective July 1, 2013 through June 30, 2014 at current per diem of \$448.43, not to exceed 50 days

Funding Source: BTSA

Total Cost: \$22,421.50

1. Fournier, Antoinette (retired)

##### D. Special Education Extended School Year –Summer Teacher

Effective June 25, 2013 through July 25, 2013 at stated per diem, 5 hours per day, 3 days per week for a total of 15 days

Funding Source: Special Education

Total Cost: \$4,811.10

- |    |                 |                   |
|----|-----------------|-------------------|
| 1. | Thornton, Scott | \$320.74 per diem |
|----|-----------------|-------------------|

##### E. Summer School Teacher – Middle School, Summer Math Program

Effective July 1, 2013 through August 1, 2013 at \$63.04 per hour, 2.5 hours per day, 4 days per week

Funding Source: General Fund - Educational Services

Total Cost: \$3,152.00

1. Balogun, Tayo

## BOARD REPORT

### 9.2 Certificated Personnel Services Report No. 1 – Page 2

#### I. Authorization and Ratification of Employment - Continued

##### F. Adult School Kids' Summer Program Counselor

Effective July 8, 2013 through August 9, 2013 at \$2,000.00 stipend, not to exceed 40 hours  
Funding Source: 231: GED  
Total Cost: \$2,000.00

1. Vines, Eunice

##### G. Adult School Summer Teachers – Fee Based Program

Effective July 1, 2013 through August 2, 2013 at \$35.87 per hour, not to exceed stated hours per week  
Funding Source: Fee Based  
Total Cost: \$3,138.63

- |    |                 |             |                    |
|----|-----------------|-------------|--------------------|
| 1. | Albert, Deborah | Sewing      | 3 hours per week   |
| 2. | Childs, Linda   | Citizenship | 5 hours per week   |
| 3. | Jones, Stephen  | Art         | 5 hours per week   |
| 4. | Morris, Ruth    | Japanese    | 2 hours per week   |
| 5. | Stein, Eileen   | French      | 2.5 hours per week |

##### H. Adult School Summer Teacher – Independent Learning Center to Assist CCHS & CCAS

Effective July 1, 2013 through August 1, 2013 at \$49.76 per hour, not to exceed 16 hours per week per teacher  
Funding Source: Adult School  
Total Cost: \$7,961.60

1. Blum-Mitzman, Rochelle
2. Rosemberg, Leila

##### I. Adult School Summer Teacher – WASC Accreditation

Effective July 1, 2013 through August 2, 2013 at \$49.76 per hour, not to exceed 20 hours  
Funding Source: Adult School  
Total Cost: \$995.20

1. Rosenberg, Joyce

##### J. Adult School Summer Substitute Teacher

Effective July 1, 2013 through August 1, 2013 at \$44.81 per hour, work as needed, on-call  
Funding Source: Adult School

1. Katayama, Gary

## BOARD REPORT

### 9.2 Certificated Personnel Services Report No. 1 – Page 3

#### I. Authorization and Ratification of Employment - Continued

K. Extra Assignment – District Office, Project Stellar Coordination  
Effective June 25, 2013 at \$35.00 per hour, not to exceed 2 hours  
Funding Source: General Fund  
Total Cost: \$70.00

1. Shiratori, Mina

L. Extra Assignment – District Office, Project Stellar Coordination  
Effective July 1, 2013 through July 15, 2013 at \$35.00 per hour, not to exceed 4 hours  
Funding Source: General Fund  
Total Cost: \$175.00

1. Shiratori, Mina

M. Extra Assignment – All Sites, CCSS Writing Committee  
Effective June 20, 2013 through June 30, 2013 at \$35.00 per hour, not to exceed  
3 hours per teacher  
Funding Source: General Fund – Educational Services  
Total Cost: \$630.00

1. Defelice, Nancy	Farragut	4. Knight, Kristian	Farragut
2. Dimitroff, Ann	El Marino	5. Paul, Cristina	El Marino
3. Di Franco, Diane	El Rincon	6. Schneider, Chelsea	Linwood

N. Extra Assignment - All Sites, CCSS Writing Committee  
Effective July 1, 2013 through August 20, 2013 at \$35.00 per hour, not to exceed  
20 hours per teacher  
Funding Source: General Fund – Educational Services  
Total Cost: \$4,200.00

1. Defelice, Nancy	Farragut	4. Knight, Kristian	Farragut
2. Dimitroff, Ann	El Marino	5. Paul, Cristina	El Marino
3. Di Franco, Diane	El Rincon	6. Schneider, Chelsea	Linwood

**BOARD REPORT****9.2 Certificated Personnel Services Report No. 1 – Page 4****I. Authorization and Ratification of Employment - Continued**

- O. Extra Assignment – All Sites, Project Stellar Summer Institute Professional Development  
Effective August 6, 2013 through August 8, 2013 at \$35.00 per hour, not to exceed 18 hours per teacher  
Funding Source: 71% General Fund & 29% Title III  
Total Cost: \$11,970.00

1.	Adamucci, Anthony	CCMS	11.	Miller, Samantha	El Marino
2.	Ames, Janet	El Rincon	12.	Mont, Allison	Linwood
3.	Bell, Monica	El Marino	13.	Nakagawa, Kana	El Marino
4.	Benitez, Claudia	District Office	14.	Rose, Jeff	Linwood
5.	Coleman, Margaret	La Ballona	15.	Shiratori, Mina	El Marino
6.	Conner, Jessica	Farragut	16.	Strom, Sukainatou	El Rincon
7.	Cotton-Yarbrough, Phyllis	CCMS	17.	Takenaka, Keiko	El Marino
8.	Covarrubias, Johanna	El Marino	18.	Velasco, Margarita	CCMS
9.	De Rojas, Laura	Linwood	19.	Yamakawa, Masakazu	CCMS
10.	Greenstein, Pamela	District Office			

- P. Extra Assignment – All Schools, Project Stellar  
Effective August 26, 2013 through June 3, 2014 at \$35.00 per hour, not to exceed 8 hours per teacher  
Funding Source: Title III  
Total Cost: \$5,320.00

1.	Adamucci, Anthony	CCMS	11.	Miller, Samantha	El Marino
2.	Ames, Janet	El Rincon	12.	Mont, Allison	Linwood
3.	Bell, Monica	El Marino	13.	Nakagawa, Kana	El Marino
4.	Benitez, Claudia	District Office	14.	Rose, Jeff	Linwood
5.	Coleman, Margaret	La Ballona	15.	Shiratori, Mina	El Marino
6.	Conner, Jessica	Farragut	16.	Strom, Sukainatou	El Rincon
7.	Cotton-Yarbrough, Phyllis	CCMS	17.	Takenaka, Keiko	El Marino
8.	Covarrubias, Johanna	El Marino	18.	Velasco, Margarita	CCMS
9.	De Rojas, Laura	Linwood	19.	Yamakawa, Masakazu	CCMS
10.	Greenstein, Pamela	District Office			

- Q. Extra Assignment – Office of Child Development, Staff & Curriculum Development, Environmental Rating Assessments  
Effective July 1, 2013 through June 30, 2014 at \$35.00 per hour, not to exceed 400 hours per teacher  
Funding Source: Office of Child Development  
Total Cost: \$42,000.00

1.	Edkar, Maria	3.	Pulliam, Darla
2.	Goodman, Cheryl		

## BOARD REPORT

### 9.2 Certificated Personnel Services Report No. 1 – Page 5

#### I. Authorization and Ratification of Employment - Continued

- R. Extra Assignment – Office of Child Development, Extra Coverage  
Effective July 1, 2013 through June 30, 2014 at current hourly rate of \$18.77, not to exceed 400 hours  
Funding Source: Office of Child Development  
Total Cost: \$7,508.00

1. Aguila, Guadalupe

- S. Extra Assignment – Office of Child Development, Pre-K Testing  
Effective July 1, 2013 through June 30, 2014 at current hourly rate of 18.77, not to exceed 200 hours  
Funding Source: Office of Child Development  
Total Cost: \$3,754.00

1. Orozco, Lourdes

- T. Extra Assignment – Office of Child Development, Pre-K Testing  
Effective July 1, 2013 through August 30, 2013 at current hourly rate of pay, not to exceed 100 hours per teacher  
Funding Source: Office of Child Development  
Total Cost: \$5,000.00

1. Davis Bailey, Renee
2. Jaramillo, Jalena
3. McClellan, Traci

- U. Extra Assignment – Adult School, Administrators for 2013 Kids' Summer Program  
Effective July 2, 2012 through August 3, 2013 at \$2,667.00 stipend per administrator  
Funding Source: Kid's Summer Program  
Total Cost: \$8,001.00

- |                     |  |
|---------------------|--|
| 1. Barclay, Richard | Effective July 12, 2013 through July 23, 2013  |
| 2. Vines, Eunice    | Effective July 24, 2013 through August 2, 2013 |
| 3. Wilson, Jocelyn  | Effective July 1, 2013 through July 11, 2013   |

#### II. Leaves

- |                    |                                     |
|--------------------|-------------------------------------|
| 1. Thornton, Scott | Personal Leave of Absence With Pay  |
| Special Education  | April 22, 2013 through June 5, 2013 |

## BOARD REPORT

**9.2 Certificated Personnel Services Report No. 1 – Page 6**

**RECOMMENDED MOTION:** That approval be granted for Certificated Personnel Services Report No. 1

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**Vote:**

**BOARD REPORT**

**9.3    Financial Impact for Classified Personnel Services Report No. 1**

Total Funding Fiscal Impact:

Adult School Total:	\$12,646.66
Booster Club Total:	\$4,800.00
Boy Scouts Total:	\$123.92
Child Development Total:	\$12.78 per hour, as needed
Food Services Total:	\$5,172.63
General Fund Total:	\$77,158.02
Panther Partners Total:	\$420.00

## BOARD REPORT

### 9.3 Classified Personnel Services Report No. 1

#### I. Authorization, Approval & Ratification of Employment

##### A. Child Development

1. Robinson, Shandimar  
Substitute Instructional Assistant –  
Child Development  
Child Development  
Funding Source: Child Development  
Effective June 24, 2013  
Hourly, as needed – \$12.78 per hour

##### B. Clerical & Fiscal

1. Demitroff, Genea  
Secretary II/Bilingual  
Adult School – Extra Assignment –  
Kids Summer Program  
Not to exceed 56 hours  
Funding Source: Adult School – Kids Summer  
Effective August 1, 2013 through  
August 30, 2013  
Range 22 – \$22.63 per hour  
Total Cost: \$1,267.28
2. Perez, Elizabeth  
Clerk Typist II  
Adult School – Extra Assignment –  
Kids Summer Program  
Not to exceed 56 hours  
Funding Source: Adult School – Kids Summer  
Effective August 1, 2013 through  
August 30, 2013  
Range 17 – \$18.52 per hour  
Total Cost: \$1,037.12
3. Scott, Kelly  
Budget Secretary  
Adult School – Extra Assignment –  
Kids Summer Program  
Not to exceed 56 hours  
Funding Source: Adult School – Kids Summer  
Effective August 1, 2013 through  
August 30, 2013  
Range 24 – \$21.96 per hour  
Total Cost: \$1,229.76



## BOARD REPORT

### 9.3 Classified Personnel Services Report No. 1 – Page 2

#### I. Authorization, Approval & Ratification of Employment – continued

##### B. Clerical & Fiscal – continued

4. Campos, Josie  
Summer Enrollment Clerk  
District Office – Pupil Personnel Services  
Extra Assignment – Student Enrollment  
Not to exceed 8 hours per day  
Funding Source: General – Pupil Services  
Effective July 1, 2013 through July 31, 2013  
Range 19 – \$21.02 per hour  
Total Cost: \$3,699.52
5. Arredondo, Erika  
Summer Enrollment Clerk  
District Office – Pupil Personnel Services  
Extra Assignment – Student Enrollment  
Not to exceed 8 hours per day  
Funding Source: General – Pupil Services  
Effective August 1, 2013 through  
August 8, 2013  
Range 17 – \$15.96 per hour  
Total Cost: \$766.08

##### C. Food Services

1. Avalos, Imelda  
Senior Food Service Assistant  
Food Services – Extra Assignment –  
Boy Scouts Dinner  
Not to exceed 8 hours  
Funding Source: Boy Scouts  
Effective May 18, 2013  
Range 10 – \$15.49 per hour  
Total Cost: \$123.92
2. Smith, Sonya  
Cook  
Food Services – Summer School  
Not to exceed 3.5 hours per day  
Funding Source: Food Services  
Effective June 24, 2013 through  
August 2, 2013  
Range 14 – \$17.22 per hour  
Total Cost: \$1,747.83

BOARD REPORT

9.3 Classified Personnel Services Report No. 1 – Page 3

I. Authorization, Approval & Ratification of Employment – continued

C. Food Services – continued

3. Cervantes, Esperanza  
Food Service Assistant  
Food Services – Registration  
Not to exceed 8 hours per day  
Funding Source: Food Services  
Effective August 9, 2013 through  
August 23, 2013  
Range 6 – \$12.23 per hour  
Total Cost: \$1,076.24
4. Foni, Loni  
Food Services Warehouse Operator/  
Delivery Driver  
Food Services – Extra Assignment  
Not to exceed 8 hours per day  
Funding Source: Food Services  
Effective August 19, 2013 through  
August 23, 2013  
Range 21 – \$17.69 per hour  
Total Cost: \$707.60
5. Romo, Javier  
Food Services Warehouse Operator/  
Delivery Driver  
Food Services – Extra Assignment  
Not to exceed 8 hours per day  
Funding Source: Food Services  
Effective August 19, 2013 through  
August 23, 2013  
Range 21 – \$20.36 per hour  
Total Cost: \$814.40
6. Fernandez, Karen  
Cook  
Food Services – Extra Assignment  
Not to exceed 8 hours per day  
Funding Source: Food Services  
Effective August 21, 2013 through  
August 23, 2013  
Range 14 – \$17.22 per hour  
Total Cost: \$413.28

## BOARD REPORT

### 9.3 Classified Personnel Services Report No. 1 – Page 4

#### I. Authorization, Approval & Ratification of Employment – continued

##### C. Food Services – continued

7. Smith, Sonya
- Cook  
Food Services – Extra Assignment  
Not to exceed 8 hours per day  
Funding Source: Food Services  
Effective August 21, 2013 through  
August 23, 2013  
Range 14 – \$17.22 per hour  
Total Cost: \$413.28

##### D. Instructional Assistants

1. Chavez, Miranda
- Instructional Assistant  
Adult School – Kids Summer Program  
Not to exceed 125 hours  
Funding Source: Adult School – Kids Summer  
Effective July 1, 2013 through August 2, 2013  
Hourly, as needed – \$14.13 per hour  
Total Cost: \$1,766.25
2. Flores, Ana
- Instructional Assistant  
Adult School – Kids Summer Program  
Not to exceed 125 hours  
Funding Source: Adult School – Kids Summer  
Effective July 1, 2013 through August 2, 2013  
Hourly, as needed – \$14.13 per hour  
Total Cost: \$1,766.25
3. Gallant, Todd
- Instructional Assistant  
Adult School – Kids Summer Program  
Not to exceed 15 hours per week  
Funding Source: Adult School – Kids Summer  
Effective July 1, 2013 through August 2, 2013  
Range 17 – \$18.52 per hour  
Total Cost: \$1,389.00
4. Lopez, Jose
- Instructional Assistant  
Adult School – Kids Summer Program  
Not to exceed 30 hours per week  
Funding Source: Adult School – Kids Summer  
Effective July 1, 2013 through August 2, 2013  
Range 17 – \$18.52 per hour  
Total Cost: \$2,778.00

# BOARD REPORT

## 9.3 Classified Personnel Services Report No. 1 – Page 5

### I. Authorization, Approval & Ratification of Employment – continued

#### D. Instructional Assistants – continued

5. Zerbo, Maria  
Instructional Assistant  
Adult School – Kids Summer Program  
Not to exceed 20 hours per week  
Funding Source: Adult School – Kids Summer  
Effective July 1, 2013 through August 2, 2013  
Hourly, as needed – \$14.13 per hour  
Total Cost: \$1,413.00
6. Estioco-Barocio, Christine  
Instructional Assistant – Physical Education  
El Marino – Extra Assignment  
Not to exceed 2 hours per day, school year  
Funding Source: General Fund  
Effective August 26, 2013 through  
June 13, 2014  
Range 15 – \$17.69 per hour  
Total Cost: \$6,509.92
7. Instructional Assistant – Special Education IIA  
Special Education Summer School  
Not to exceed 5 hours per day, 20 days total  
Funding Source: General Fund – Special Education  
Effective June 25, 2013 through July 25, 2013  
Total Cost: \$45,906.00
  - a. Baghaei, Dory Range 16 \$16.37 per hour
  - b. Bush, Keith Range 16 \$15.49 per hour
  - c. Bussey, Blaine Range 16 \$18.01 per hour
  - d. Caton, Sylvia Range 16 \$18.01 per hour
  - e. Cho, Tracie Range 16 \$15.49 per hour
  - f. Cordero, Andrea Range 16 \$18.01 per hour
  - g. Davis, Shane Range 16 \$18.01 per hour
  - h. Del Mano, John Range 16 \$18.01 per hour
  - i. Dyer, George Range 16 \$18.01 per hour
  - j. Gallant, Todd Range 16 \$18.01 per hour
  - k. Gibson, Crystal Range 16 \$18.01 per hour
  - l. Gomez Garcia, Cynthia Range 16 \$18.01 per hour
  - m. Herrera, Jose Luis Range 16 \$18.01 per hour
  - n. Hsiao, Lin Shumo Range 16 \$18.01 per hour
  - o. Husar, Barton Range 16 \$18.01 per hour
  - p. Inguez, Berta Range 16 \$18.01 per hour
  - q. Israel, Asuncion Range 16 \$18.01 per hour

## BOARD REPORT

### 9.3 Classified Personnel Services Report No. 1 – Page 6

#### I. Authorization, Approval & Ratification of Employment – continued

##### D. Instructional Assistants – continued

##### 7. Instructional Assistant – Special Education IIA – continued

Special Education Summer School

Not to exceed 5 hours per day, 20 days total

Funding Source: General Fund – Special Education

Effective June 25, 2013 through July 25, 2013

Total Cost: \$45,906.00

r.	Macwan, Smriti	Range 16	\$18.01 per hour
s.	Meza, Jose	Range 16	\$18.01 per hour
t.	Posada, Patty	Range 16	\$18.01 per hour
u.	Pulido, Sarina	Range 16	\$18.01 per hour
v.	Rivera, Jorge	Range 16	\$15.49 per hour
w.	Shapiro, Alana	Range 16	\$18.01 per hour
x.	Torrella, Jorge	Range 16	\$18.01 per hour
y.	Worthington, Caleb	Range 16	\$18.01 per hour
z.	Zamudio, Rosa	Range 16	\$18.01 per hour

##### 8. Instructional Assistant – Special Education IIA

Special Education Summer School

Not to exceed 3.5 hours per day, 20 days total

Funding Source: General Fund – Special Education

Effective June 25, 2013 through July 25, 2013

Total Cost: \$8,480.50

a.	Barajas, Cassie	Range 16	\$16.37 per hour
b.	Briones, Maria	Range 16	\$18.01 per hour
c.	Cross, Steresha	Range 16	\$16.37 per hour
d.	Delfin-Guppy, Victoria	Range 16	\$16.37 per hour
e.	Reynolds, Satoko	Range 16	\$18.01 per hour
f.	Taylor, Cinnamon	Range 16	\$18.01 per hour
g.	Uzomah, Veronica	Range 16	\$18.01 per hour

##### 9. Instructional Assistant – Special Education

Special Education Summer School

Not to exceed 5 hours per day, 20 days total

Funding Source: General Fund – Special Education

Effective June 25, 2013 through July 25, 2013

Total Cost: \$11,796.00

a.	Cunningham, Marjorie	Range 14	\$17.22 per hour
b.	Huerta, Lorena	Range 14	\$17.22 per hour
c.	Jauregui, Xavier	Range 14	\$15.49 per hour
d.	Marquez, Patricia	Range 14	\$17.22 per hour

# BOARD REPORT

## 9.3 Classified Personnel Services Report No. 1– Page 7

### I. Authorization, Approval & Ratification of Employment – continued

#### D. Instructional Assistants – continued

##### 9. Instructional Assistant – Special Education – continued

Special Education Summer School

Not to exceed 5 hours per day, 20 days total

Funding Source: General Fund – Special Education

Effective June 25, 2013 through July 25, 2013

Total Cost: \$11,796.00

e.	Nakanishi, Jacqueline	Range 14	\$17.22 per hour
f.	Pollard, Irene	Range 14	\$17.22 per hour
g.	Schumitzky, Linda	Range 14	\$16.37 per hour

##### 10. Substitute Instructional Assistant – Special Education

Special Education Summer School

Not to exceed 5 hours per day, 20 days total

Funding Source: General Fund – Special Education

Effective June 25, 2013 through July 25, 2013

Total Cost: Hourly, as needed – hourly rate of pay

a.	Barajas, Cassie	Range 14	\$15.49 per hour
b.	Benlamine, Zakia	Range 14	\$14.13 per hour
c.	Campos, Carlos	Range 14	\$14.90 per hour
d.	Ledo, Sarah	Range 14	\$14.90 per hour
e.	Leon, Nidia	Range 14	\$15.49 per hour
f.	Lester, Yvette	Range 14	\$14.13 per hour
g.	Marceal, Maria	Range 14	\$14.13 per hour
h.	Simpson, Erinn	Range 14	\$16.37 per hour
i.	Thelemaque, Marcia	Range 14	\$14.13 per hour

#### E. Coaches

- Maxwell, Devin  
Temporary Summer Boys' Lacrosse Coach  
High School  
Funding Source: Booster Club  
Effective June 24, 2013 through July 31, 2013  
Stipend of \$2,000.00
- Lewkow, Seth  
Temporary Summer Tennis Coach  
High School  
Funding Source: Booster Club  
Effective June 24, 2013 through July 19, 2013  
Stipend of \$800.00

## BOARD REPORT

### 9.3 Classified Personnel Services Report No. 1 – Page 8

#### I. Authorization, Approval & Ratification of Employment – continued

##### E. Coaches – continued

3. Roux, Sterling  
Temporary Summer Baseball Coach  
High School  
Funding Source: Booster Club  
Effective June 24, 2013 through July 25, 2013  
Stipend of \$500.00
4. Haynes, Reggie  
Temporary Summer Football Coach  
High School  
Funding Source: Booster Club  
Effective June 24, 2013 through July 31, 2013  
Stipend of \$500.00
5. Huezo, Derrick  
Temporary Summer Football Coach  
High School  
Funding Source: Booster Club  
Effective June 24, 2013 through July 31, 2013  
Stipend of \$500.00
6. Wilson, Aki  
Temporary Summer Football Coach  
High School  
Funding Source: Booster Club  
Effective June 24, 2013 through July 31, 2013  
Stipend of \$500.00

##### F. Stipend Assignments

1. Iles-Nelson, Cindy  
Temporary After-School Instructor  
Middle School – Panther Partners Program  
Not to exceed 12 hours  
Funding Source: CCMS Panther Partners  
Effective June 17, 2013 through June 28, 2013  
Stipend of \$35.00 per hour  
Total Cost: \$420.00

## BOARD REPORT

### 9.3 Classified Personnel Services Report No. 1 – Page 9

#### II. Authorization, Approval & Ratification of Change of Assignments

1.     Reclassification & Permanent Increase in Hours:  
      From: Clerk Typist II (Elementary Attendance Clerks)  
            8 hours per day, 10 months per year  
      To:   Clerk Typist III  
            8 hours per day, 10 1/2 months per year  
      Funding Source: General Fund  
      Effective July 1, 2013  
      Range 19
  - a.     El Marino
  - b.     El Rincon
  - c.     Farragut
  - d.     La Ballona
  - e.     Lin Howe
2.     Reclassification:  
      From: Clerk Typist II  
      To:   Clerk Typist III  
      Culver Park  
      3.9 hours per day, 10 1/2 months per year  
      Funding Source: General Fund  
      Effective July 1, 2013  
      Range 19
3.     Reclassification:  
      From: Clerk Typist II  
      To:   Clerk Typist III  
      Adult School  
      8 hours per day, 11 months per year  
      Funding Source: Adult School  
      Effective July 1, 2013  
      Range 19
4.     Reclassification:  
      From: Clerk Typist III  
      To:   Senior Office Assistant  
      Funding Source: General Fund & Adult School  
      Effective July 1, 2013  
      Range 19



BOARD REPORT

9.3 Classified Personnel Services Report No. 1 – Page 10

II. Authorization, Approval & Ratification of Change of Assignments – continued

5. Receptionist

Permanent Increase in Hours:  
From: 8 hours per day, 10 months per year  
To: 8 hours per day, 10 1/2 months per year  
High School  
Funding Source: General Fund  
Effective July 1, 2013  
Range 17

III. Authorization, Approval & Ratification of Resignations

1. Cross, Steresha

Instructional Assistant – Special Education IIA  
Child Development  
3 hours per day, school year  
Accepted position outside of district  
Funding Source: General Fund  
Effective June 30, 2013  
Range 16 – \$16.37 per hour

RECOMMENDED MOTION: That approval be granted for Classified Personnel Services Report No. 1

Moved by:

Seconded by:

Vote:

## BOARD REPORT

7/1/13

9.4

### 9.4 Approval of Office of Child Development 2013/2014 Contracts

All contracts with the Child Development Division must have Board approval as well as a signed and adopted resolution. Additionally the California Department of Education requires a signed Federal Certification regarding Lobbying; Debarment; Suspension and Drug –Free Workplace. Child Development services are provided for families according to the funding terms and conditions of each contract. Families pay a fee according to their income. These contracts assist approximately 425 income eligible families. The Office of Child Development submits the following contracts with the California Department of Education, Child Development for 2013/2014, for Board of Education approval.

**RECOMMENDED MOTION:** That the Board of Education resolve to enter into contracts CSPP-3169, and CCTR-3086 with the California Department of Education and that the Superintendent or Assistant Superintendent, Educational Services, be authorized to sign acceptance to the contracts for the period July 1, 2013 through June 30, 2014.

Moved by:

Seconded by:

Vote:

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 13 - 14**

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3169

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 19-6444-00-3

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CULVER CITY UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$35.16 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,170,222.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 33,283.0

Minimum Days of Operation (MDO) Requirement 243

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING David Larose, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4034 Irving Place, Culver City, CA 90232	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,170,222	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,170,222	ITEM See Attached	CHAPTER	STATUTE
	FISCAL YEAR		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services  
use only

CONTRACTOR'S NAME: CULVER CITY UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3169

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 157,372	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6444	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 157,372	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 86,663	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6444	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 86,663	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 691,673	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6444			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 691,673	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 234,514	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6444			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 234,514	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

Attachment A  
California Department of Education  
Child Development Division  
Agency Site List  
Fiscal Year 2013-2014

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**Culver City Unified School District**

**Los Angeles County**

**6444**

Culver City Center for Early Child	10800 Farragut Drive	Culver City 90230-
El Marino Elementary	11450 Port Road	Culver City 90230-
El Rincon Elementary	11177 Overland Avenue	Culver City 90230-
Farragut Elementary School	10820 Farragut Drive	Culver City 90230-
Farragut School	10820 Farragut Drive, Room 18	Culver City 90230-
La Ballona Elementary	10915 Washington Blvd.	Culver City 90230-
Linwood Howe Elementary	4100 Irving Place	Culver City 90230-

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 13 - 14****DATE:** July 01, 2013**CONTRACT NUMBER:** CCTR-3086**PROGRAM TYPE:** GENERAL CHILD CARE &  
DEV PROGRAMS**PROJECT NUMBER:** 19-6444-00-3**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CULVER CITY UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$37.01 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$166,513.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 4,499.0

Minimum Days of Operation (MDO) Requirement 243

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING David Larose, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4034 Irving Place, Culver City, CA 90232	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 166,513	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 166,513	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

CONTRACTOR'S NAME: CULVER CITY UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-3086

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 54,758	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6444	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 54,758	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 30,155	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6444	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 30,155	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 81,600	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6444			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 81,600	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	





## BOARD REPORT

7/1/13

9.5

### 9.5 Approval of Office of Child Development 2013/2014 Resolution

All contracts with the Child Development Division must have Board approval as well as a signed and adopted resolution. Additionally the California Department of Education requires a signed Federal Certification regarding Lobbying; Debarment; Suspension and Drug –Free Workplace. Child Development services are provided for families according to the funding terms and conditions of each contract. Families pay a fee according to their income. These contracts assist approximately 425 income eligible families. The Office of Child Development submits the following resolution and Federal Certifications with the California Department of Education, Child Development for 2013/2014, for Board of Education approval.

**RECOMMENDED MOTION:** That the Board of Education resolve to enter into contracts CSPP-3169, and CCTR-3086 with the California Department of Education and that the Superintendent or Assistant Superintendent, Educational Services, be authorized to sign the Resolution for the period July 1, 2013 through June 30, 2014.

Moved by:

Seconded by:

Vote:

## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.

## RESOLUTION

BE IT RESOLVED that the Governing Board of Culver City Unified School District

authorizes entering into local agreement number/s CSPP-3169 and CCTR-3086 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>David Larose</u>	<u>Superintendent</u>	_____
<u>Mike Reynolds</u>	<u>Asst. Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2013-14, by the  
Governing Board of Culver City Unified School District  
of Los Angeles County, California.

I, Nancy Goldberg, Clerk of the Governing Board of

Culver City Unified School Dist., of Los Angeles County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regularly scheduled meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

7/1/13  
10.1

## **BOARD REPORT**

### **10.1 Presentation to 2013 CCHS Graduate Eric Mitchell**

Culver City High School 2013 Graduate Eric Mitchell will be recognized for his contributions to the District.

## **BOARD REPORT**

**7/1/13  
12.1**

### **12.1 Capital Needs/Bond Consultant Team Report**

Representatives from our bond consulting team will provide an update on the District's capital needs and possible general obligation bond.



## **FIRM INFORMATION**

### **About AMN Key Solutions:**

AMN Key Solutions is focused upon providing K-12 school districts a dynamic community/voter engagement process. We provide clients with an integrated proactive, rather than reactionary approach focused upon developing and strengthening community and voter awareness and trust through engagement and integrated communication mediums. The process incorporates both "lean in" and "lean out" strategies.

Ms. Nock has successfully developed strategic communication strategies, coalition building models and informational campaigns though out the nation on behalf of public agency clients. These clients include Public School Districts, City Governments, County Service Agencies, special districts and public hospital districts.

A veteran of over 250 successful elections, nearly all her public agency clients' tax proposals have required 55%, 57%, or 66.67% voter approval. She has a 90% success rate, passing over 4.5 Billion in finance measures. The funds have repaired K -12 classrooms, expanded community college facilities, improved public hospitals, water, sewer and road infrastructure and protected vital funding for city police and fire services. Ann is a sought after speaker and trainer for organizations including the University of California Davis Campaign School, the only non-partisan campaign school West of the Mississippi, the League of California Cities, California School Board Association, National League of Community Colleges, Illinois Association of Community College CFOs and the California Association of Latino Superintendents.

### **PROPOSED METHODOLOGY AND CAPABILITIES**

The Culver City Unified School Board of Education has expressed an interest in modernizing school facilities and new construction through a revenue-generating ballot measure (General Obligation Bond) to be placed before the voters. For Culver City Unified School District to achieve this goal, one of the critical first steps is to assess voter receptivity toward a General Obligation Bond.

## **FEASIBILITY SURVEY & STRATEGIC ASSESSMENT**

The overall intent of the professional voter opinion survey is to identify the viability of placing a G.O. Bond Measure before voters during the 2013 November election cycle. The survey document will test the "tax tolerance" to determine how closely the District's revenue needs are aligned with the community's willingness to fund Culver City Unified School District's facility plan. This will also provide the District with the opportunity to prioritize projects within its facility plan.

Other key data that will be captured includes: the direction voters feel the District is moving (i.e. right track/wrong track), which projects the community is most willing to fund, understanding of the the needs for the projects.

Once collected as a whole, the voter opinion survey data will allow the District's team of professionals to provide the Board of Trustees an informed opinion in regards to moving forward with a G.O. Bond Measure in 2013.

## TELEPHONE SURVEY METHODOLOGY

The proposed voter opinion survey will provide the District with the data necessary to develop general obligation bond funding plans. The statistically valid survey will provide the District with an understanding of how the public currently perceives District facilities, the importance it places on education, the need for new facilities and an assessment of the public's willingness to support, through its tax dollars, the District's facility repair, upgrade and construction projects.

Specifically, the District-wide voter opinion survey will determine the following:

- Community support for a general obligation bond to fund District facility objectives.
- The demographic groups and subsets which express the greatest degree of support for a voter approved bond measure.
- The demographic groups and subsets which express the greatest degree of opposition to a voter approved bond measure.
- Issues and concerns voters possess regarding the proposed bond projects.
- Minimum and maximum tax thresholds voters will tolerate. This information will in turn identify the total dollar amount which voters will approve.
- Identify the most efficient method to provide District voters with bond cost information.
- Public opinion of District services.
- Correlation of community response to political ideology and party registration.
- Registered community response groups and subsets which express the greatest degree of support for a bond measure.
- Registered community groups and subsets which express the greatest degree of opposition to a proposed bond issue.

## **FOUR PHASES OF THE PROCESS**

### **Assessment**

The initial stage involves the assessment of the District's needs for the bond, the projects that will be funded by this money and the cost per project. This information will be used in the custom design of the Culver City Unified School District voter opinion survey questionnaire and testing the voters' attitudes toward bond funding.

### **Survey Specifications**

To provide statistical accuracy at the 95% confidence level, a stratified random survey of Culver City Unified School District voters, identified as likely to vote in the targeted election date, based upon voter's unique voter history, will be conducted. The variables include demographic questions, the community's perception of the facilities, a thorough testing of voters' tax threshold and specific questions regarding voters' perceptions of the use of bond funds. The interviews will be conducted during a two-four day period between the hours of 5 p.m. and 9 p.m. in order to avoid work bias.

We maintain a policy of working closely with the client in designing the survey instrument. Before beginning the survey pre-testing, we will provide the District with a copy of the survey script for review. Time is allocated for review and any necessary script revision.

All telephone interview schedules are pretested on a small sample by experienced interviewers to identify unclear wording and unproductive questions.

### **Survey Technique and Data Collection**

Sample selection is a critical factor to ensure accurate voter opinion survey results. We will utilize a stratified random sampling of registered Culver City Unified School District registered voters. The sample will be selected based those most likely to vote in the targeted election date. Trained and experienced interviewers conduct the survey from a single site with a supervisor monitoring the work at all times. Interviewers receive specific training with special instructions for difficult questions and probing. Quality control and assurances are discussed in greater detail subsequently within this proposal



## **Analysis**

Following the conclusion of the voter opinion survey, the District will be provided with top line results. The top line results will provide the District a benchmark measure of attitudes toward a general obligation bond measure.

We will work closely with the District to determine the focus and approach of a District-wide voter opinion survey and to oversee the survey proceedings. Based on these findings, we will advise the District on the viability of general obligation bond funding to meet District needs.

## **QUALITY CONTROL**

The community opinion telephone interviews will be conducted by a firm wholly owned and located in Southern California. Ms. Nock has utilized the services of this firm for over 20 years. The following discusses the Quality Assurance and Control Measures that will be applied to the Culver City Unified School District telephone voter opinion survey.

### **Quality Assurance and Control Measures**

#### **Quality Assurance**

All interviews will be conducted on-site with no element of the interviewing subcontracted to an outside vendor. The data collection vendor uses only experienced, professional interviewers who are supervised by employees with an average of 13 years experience in call center management and/or quality control, and who are trained in research methods. Rigorous quality control methodology is multi-pronged including a 10:1 ratio of interviews to quality control staff; real-time visual and audio monitoring as well as remote monitoring capability, using state of the art CATI and telecommunications systems; and systematic analysis of interviews using a proprietary formula encompassing such variables as cooperation rate, refusal rate, monitoring evaluations and interviewer performance scores to ensure the highest quality interviewing is being conducted.

#### **Quality Control in CATI Programming**

Once the questionnaire has been finalized, the survey instrument will be programed into a computer- assisted telephone interviewing (CATI) system. CATI programming allows the vendor to automatically route the interviewer through the interview to ensure that skip-patterns are used properly, that only the correct codes are entered, that data entry errors are prevented and quality control is maintained.

The vendor utilizes the most modern, computerized telephony server and predictive dialer-based telephone interviewing system available. The system utilizes algorithms optimized for research and one of the most powerful scripting engines available. This enables the

implementation of complex questionnaires in a fraction of the time of most other systems.

The CATI system is also able to track all calls made during the course of a project. This ensures that the disposition (including refusals, disconnects, answering machines, wrong numbers, etc.) of each dial is recorded, and that dispositions can be monitored in real-time. At the conclusion of the data collection, the Culver City Unified School District will be provided with a tabulation of the outcomes of all survey attempts during the course of the data collection period.

### **Quality Control in Data Collection**

To ensure top quality data collection, all interviewers will be specifically trained on the project and its intricacies. Training for this type of project will usually last more than one hour. Quality control measures, outlined above, will be employed during data collection. The survey recordings from the pre-test will be reviewed for any inconsistencies or respondent confusion. We will also review the daily sample characteristics to ensure they match the target voter demographics.

Ms. Nock has coordinated over 200 voter opinion surveys during the past 23 years. Ms. Nock will work closely with the District and related consultants to schedule the entire Culver City Unified School District voter opinion survey to be conducted over a 4-day or less period. All surveys executed by the professional vendor that would be used on behalf of Culver City Unified School District have delivered (defined as completing the telephone interviews while maintaining the highest level of quality control) multiple school District's survey data on time and within budget.

Ms. Nock will provide the District with a top line report within 5 business day after the completion of all survey interviews. The top line report provides the overall outcomes of all survey questions. Ms. Nock will also prepare and deliver an oral presentation of the survey results to the Culver City Unified School District Board of Education upon request.

### **OUTCOME POSSIBILITIES BASED UPON THE PUBLIC OPINION SURVEY**

**Outcome One: Most Favorable--** Should the final data derived from the voter Opinion Survey demonstrate the public is supportive of a potential GO Bond Measure, the District should move forward and begin preparing to move toward a November 2014 GO Bond Measure election.

**Outcome Two: Favorable--** Should the final data from the Public Opinion Survey demonstrate the public is supportive of a potential GO Bond Measure, but a focused public awareness campaign would move a significant number of voters to a Most Favorable outcome, the District, together with its team of professionals, must develop such a public awareness campaign.

**Outcome Three: Unfavorable--** Should the final data from the Public Opinion Survey demonstrate the public is unfavorable of a potential GO Bond Measure, the optimal conditions for an election is not now. The District must then consider a new strategy to achieve the necessary political will of the community.

### **AMN Key Solutions**

Senior Official: Ann Marie Nock

Ann Nock began AMN Key Solutions following an 18-plus year career as a Senior Vice President and Manager of George K. Baum and Company's Strategic Planning Services Division.

Ms. Nock is considered one of the nation's most experienced voter-approved bond, tax and referendum consultants. She has more than 23 years of experience encompassing strategic planning, public opinion polling, community organizing and politics. Ms. Nock received her Masters of Arts Honours degree in Philosophy, Politics, and Economics from Oxford University (England).

7/1/13  
14.1a

## BOARD REPORT

**14.1a Approval is Recommended for the Amended Contract Language for the Position of Assistant Superintendent of Human Resources**

The Superintendent is recommending that the Board of Education approve the submitted amended contract language for the contract of the Assistant Superintendent of Human Resources.

**RECOMMENDED MOTION:** That the Governing Board of Culver City Unified School District approves the amended contract language for the contract of the Assistant Superintendent of Human Resources as presented.

Moved by:

Seconded by:

Vote:

**AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN  
THE GOVERNING BOARD OF THE  
CULVER CITY UNIFIED SCHOOL DISTRICT  
AND  
LESLIE LOCKHART**

THIS AMENDMENT TO THE CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES is made and entered into by and between the Governing Board of the Culver City Unified School District ("District") and Leslie Lockhart:

WHEREAS, the District and Mrs. Lockhart have entered into a Contract for Employment of Leslie Lockhart as the Assistant Superintendent of Human Resources, effective January 1, 2007 (hereinafter "Contract"); and

WHEREAS, the District and Mrs. Lockhart mutually desire to amend the Contract as specified below.

NOW, THEREFORE, the District and Mrs. Lockhart make this Amendment to Contract for Employment of Assistant Superintendent of Human Resources as follows:

1. Paragraph 11 of the Contract is amended to state:

**EXPENSE REIMBURSEMENT**

- A. The Assistant Superintendent shall receive the amount of **\$250.00** per month as authorized by Board Policy to cover business expenses incurred in the performance of her duties on behalf of the District.
- B. The Assistant Superintendent shall be compensated for actual and necessary expenses authorized by the Board which are incurred when her employment duties and obligations necessitate travel outside the boundaries of **Los Angeles County** in accordance with Board policies.

Except as expressly stated in this Amendment, all other terms and conditions of the Contract shall remain as stated in that document.

Executed this \_\_\_\_ day of July 1, 2013, Culver City, California.

\_\_\_\_\_  
David LaRose, Superintendent  
Culver City Unified School District

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Leslie Lockhart, Assistant Superintendent of  
Human Resources  
Culver City Unified School District

Dated: \_\_\_\_\_, 2013

7/1/13  
14.1b

## BOARD REPORT

**14.1b Approval is Recommended for the Amended Contract Language for the Position of Assistant Superintendent of Business Services**

The Superintendent is recommending that the Board of Education approve the submitted amended contract language for the contract of the Assistant Superintendent of Business Services.

**RECOMMENDED MOTION:** That the Governing Board of Culver City Unified School District approves the amended contract language for the contract of the Assistant Superintendent of Business Services as presented.

Moved by:

Seconded by:

Vote:

**AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN  
THE GOVERNING BOARD OF THE  
CULVER CITY UNIFIED SCHOOL DISTRICT  
AND  
MICHAEL REYNOLDS**

THIS AMENDMENT TO THE CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES is made and entered into by and between the Governing Board of the Culver City Unified School District ("District") and Michael Reynolds:

WHEREAS, the District and Mr. Reynolds have entered into a Contract for Employment of Michael Reynolds as the Assistant Superintendent of Business Services, effective October 24, 2012 (hereinafter "Contract"); and

WHEREAS, the District and Mr. Reynolds mutually desire to amend the Contract as specified below.

NOW, THEREFORE, the District and Mr. Reynolds make this Amendment to Contract for Employment of Assistant Superintendent of Business Services as follows:

1. Paragraph 11 of the Contract is amended to state:

**EXPENSE REIMBURSEMENT**

- B. The Assistant Superintendent shall be compensated for actual and necessary expenses authorized by the Board which are incurred when her employment duties and obligations necessitate travel outside the boundaries of Los Angeles County in accordance with Board policies.

Except as expressly stated in this Amendment, all other terms and conditions of the Contract shall remain as stated in that document.

Executed this \_\_\_\_ day of July 1, 2013, Culver City, California.

\_\_\_\_\_  
David LaRose, Superintendent  
Culver City Unified School District

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Michael Reynolds, Assistant Superintendent of  
Business Services  
Culver City Unified School District

Dated: \_\_\_\_\_, 2013

**BOARD REPORT**

**7/2/13**

**14.2a**

**14.2a Approval is Recommended for the Contract between Culver City Unified School District and K12 Virtual Schools**

The Culver City Unified School District requests Board approval for the contract between CCUSD and K12 Virtual Schools, in support of the CCUSD academy as an Alternative School of Choice.

The CCUSD academy is designed to serve students in kindergarten through 12<sup>th</sup> grade, using a blended educational model combining site-based learning and independent study through technology. K12 Virtual Schools will provide the technology component.

RECOMMENDED MOTION:

That the Board approve the Contract between Culver City Unified School District and K12 Virtual Schools.

Moved by:

Seconded by:

Vote:



www.k12.com | 2300 Corporate Park Drive Herndon, VA 20171



This Online Educational Products and Services Order (this "Order"), dated as of June 30, 2013 (the "Order Effective Date"), is between CULVER CITY UNIFIED, 4034 Irving Place, Culver City, CA, 90232 ("Customer") and **K12 Virtual Schools** ("K12") 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.k12.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms.

I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

\_\_\_\_\_  
 (Signature) July 1, 2013 (Date)  
 David LaRose  
 (Print Name) Superintendent (Title)  
 Culver City Unified School District

Accepted by K12:

\_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Title)

1. Period: June 30, 2013 through June 29, 2014 and any renewal period, (if applicable).
2. Territory: Students Served by Culver City Unified, CA
3. For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

<b>Product Provider: AEC</b>	
Product	Price
<b>A+ CAHSEE Readiness Enrolled User License Block (Content and Hosting)</b> Block of 10 enrolled user licenses of A+ CAHSEE Readiness. Includes GED and ACT Readiness.	\$1,000

<b>Product Provider: Aventa Learning</b>	
Product	Price
<b>Aventa Enrolled Student User License Block (Content, Hosting)</b> Block of 10 enrolled users for one year. Content and hosting included. Once a student is finished taking courses, a new student can begin taking courses. Entire Aventa catalog available, with the exception of Enhanced Electives. Instruction included for credit recovery only (with student hotline). For world languages, clients can select Middlebury courses that are available on Blackboard, as well as Aventa World Language Courses.  <i>Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User /Enterprise Licenses are not intended for use as a full-time virtual schooling program. We reserve the right to audit to ensure intended use for part-time / blended programs and alternative education populations.</i>	\$2,500

Contract#: 3385

<b>Aventa HS Standard Course Enrollment License (Content, Hosting, Instruction)</b> License for a single student in an Aventa Standard HS semester course (non-AP). Includes content, hosting and instruction.	\$299
<b>Aventa AP Course Enrollment License (Content, Hosting, Instruction)</b> License for a single student in an Aventa AP semester course. Includes content, hosting and instruction.	\$329
<b>Aventa HS Standard Course Enrollment License (Content, Hosting)</b> License for a single student in an Aventa Standard HS semester course (non-AP). Includes content and hosting.	\$144
<b>Aventa MS Standard Course Enrollment License (Content, Hosting, Instruction)</b> License for a single student in an Aventa Standard MS semester course (non-AP). Includes content, hosting and instruction.	\$319
<b>Aventa MS Standard Course Enrollment License (Content, Hosting)</b> License for a single student in an Aventa Standard MS semester course (non-AP). Includes content and hosting.	\$144
<b>Aventa Instructor Training: Asynchronous Virtual Course</b> Virtual training course for teachers on Aventa Systems. The asynchronous course is designed to take approximately twenty hours over a two-week period. Three professional development sessions are offered during the year.	\$550
<b>Aventa Mentor Training: Complementary Virtual Session</b> Complimentary, 2-hour virtual training session for Aventa Mentors; open registration. Required for Credit Recovery.	\$0
<b>Aventa Instructor Training: Onsite</b> One day of onsite training for teachers of Aventa curriculum. Includes All Expenses	\$2,500
<b>Aventa Administrator Training: Onsite</b> One day of onsite training for administrators of Aventa curriculum. Includes All Expenses	\$2,500
<b>AP Exam Review Course Enrollment License (Content, Hosting)</b> License for a single student in an AP Exam Review course. Includes content and hosting.	\$0

<b>Product Provider: K12</b>	
<b>Product</b>	<b>Price</b>
<b>K12 Partner K-5T (6C)</b> K-5 Partner Package w/ K12 teachers for 6 courses per student.	\$4,000
<b>K12 New Instructor Induction</b> Virtual teacher training for new teachers K-12.	\$550

**4. Description of Educational Products.** Customer will be provided the Educational Products specified in this order.

**Aventa Original Credit and Credit Recovery Courses:** Aventa Original Credit and Credit Recovery Courses: The available Aventa licensed online educational courseware. Aventa may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed [and purchased from Aventa Learning] at <http://aventallearning.com/enroll-now/textbook-PO-order-form>

**K12 Full-time Enrollment Program for Students Taking 4 to 6 courses**

The full-time K12 program consists of three components: 1) courses, 2) materials and 3) educational tools and services.

(1) Courses:

An enrollment portal into which Customer will enroll its students in the Territory into available K12 courses including Language Arts/English, Math, Science, History, Art, Music, available World Languages and, for grades 9 to 12, electives. Each full-time student concurrently enrolls in four to six courses. Customer is responsible for determining the proper placement of students in appropriate courses. Within two (2) weeks following K12's receipt of a completed account set-up form from Customer, K12 will provide access for Customer to enroll its students.

A Learning Management System (LMS) or "K12 Hosting Services" for the delivery of K12 courses and access to a synchronous collaboration tool and system generated reports on academic performance, attendance and progress.

(2) **Materials:**

Instructional text or e-books, supplies and teaching tools (collectively, "Materials") for K-8 students. Materials for Customer's teachers and High School students are ordered separately. K12 will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. K12 Materials are intended solely for the use of the teachers and the students enrolled in K12 courses to whom K12 provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide K12 with reasonable assistance in obtaining durable Materials from students and their parents.

(3) **Educational Tools and Services:**

Program launch and operational support, an online parent/mentor information session, learning management and technical support on K12 products and services. Supervision and implementation of year-end system rollovers.

Supplemental tests and study assistance, diagnostic tests, K12's Strategies for Success, access to an online community, an orientation course package, a teacher hotline and support website, access to a counseling system for high school students, a school messenger telephony service with automated alerts and a tool to assist identification of plagiarism.

**A+nyWhere Learning System (A+LS)** (Grades 9 to 12)

American Education Corporation ("AEC") provides access to online courseware programs which provide access to lessons and content pages of research and objective-based problem-solving courseware, plus assessment, alignment and curriculum management tools. A+LS is designed to determine a student's skill level, then creates an individualized learning pathway for Customers individual students. This is accomplished by linking skills, content, and assessment items to state standards

**5. Description of Services.** Customer will be provided the following Services under this Order:

**Instructional Services:** Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.

**Aventa Hosting Solution:** The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

**A+ Hosting Solution:** The A+nyWhere Learning System courseware is delivered over the Internet, from servers hosted by AEC, to students in the Territory enrolled in Customer's educational programs.

**Instructional Services:** Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.

**6. Billing Terms**

**AEC Terms:** In the case of Concurrent Subscription Pricing where a fee is billed upfront, AEC requires a written notice of termination within thirty (30) days of delivery if a Customer wishes to terminate their license. If termination occurs within the first thirty (30) days of the delivery date, AEC will pro-rate the Customer charges paid and refund the unused balance to the Customer. No other refunds, credits or cancellations are allowed.

**Aventa Course Terms:** Aventa provides a 14-day grace period for students who enroll. If a student withdraws within 14 days from when the student enrolls, Aventa will refund 50% of the course fees but only if this withdrawal was received in writing by Aventa by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis.

**Aventa Enrolled User Terms:** During the original Subscription Period set forth in Paragraph 1 above, Customer may at its option purchase additional Enrolled User Licenses by submitting a purchase order or written authorization to Aventa indicating the number of additional Enrolled User Licenses desired. The term of these subsequent Enrolled User Licenses shall also be one year from the date of purchase. \*The cost of instruction for Credit Recovery Courses only is included in the Aventa Enrolled User Pricing. Aventa does not provide refunds with the Enrolled User Promotion. By its very nature if a student drops from a course the seat is then open for a new enrollment.

**K12 Course Terms:** Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed. Special course material fee applies to lab sciences, advanced placement and technology courses. K12 will invoice Customer as follows: (a) courses will be billed equally over ten months; (b) materials will be invoiced upon shipment. Summer course billing is 100% upfront due to the condensed timeframe of the courses. No refunds, credits or cancellations are allowed.

Costs set forth hereto for each Student are "not-to-exceed" figures. The components of the program will be billed separately to allow for materials returns, prorating fees for student withdrawal and for student consumption of fewer than 6 full year or 12 semester courses. The roll-up of the component level billing will "not exceed" the student level fees listed below.

K12 will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment. Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

**BOARD REPORT**

**7/1/13  
14.3a**

**14.3a Approval of 2013-2014 Agreement with Corinne Loskot Consulting**

It is recommended that the Board of Education approve the Agreement with Corinne Loskot Consulting for State construction matching funds consulting services.

**RECOMMENDED MOTION:** That the Board of Education for Culver City Unified School District approve the attached agreement with Corinne Loskot Consulting.

**Moved by:**

**Seconded by:**

**Vote:**



June 9, 2013

Mr. Michael Reynolds  
Asst. Superintendent, Business Services  
Culver City Unified School District  
4034 Irving Place  
Culver City, CA 90232

**SUBJECT: CONSULTING AGREEMENT – SCHOOL FACILITIES FUNDING  
RENEWAL JULY 2013**

Dear Michael:

Thank you for the opportunity to submit this proposal to renew our consulting services agreement. This proposed agreement for fiscal years either 2013-2014, would enable me to provide uninterrupted expertise to the Culver City Unified School District (District) for the purpose of generating state funding for school facilities planning, construction and modernization, as applicable to your program needs.

The state's School Facilities Funding Program (SFP) has been oversubscribed since late 2012 and will likely undergo changes in 2014 as the legislature develops a new SFP program with new funding authorization in the form of a statewide bond measure for K-14 school facilities. A statewide bond measure for school facilities may be on the ballot in November 2014. Passage of the measure would likely fund applications received since 2012 in date order, with fund releases beginning in early 2015. In order to best position the District for future state funds, my work will reflect the current SFP program requirements. My school district background, big picture planning expertise and coordination among various projects and professional firms provides the District with substantial value and convenience, and the lowest possible burden on District staff. Due to factors beyond our control, I cannot guarantee that a project will qualify for or receive state grant funding. Please keep in mind that the program has grown more complex, uncertain and competitive. As always, I will continue to apply my best efforts and skills to best suit your needs.

**SCOPE OF WORK:** Based on my understanding of the District needs, the District may pursue state funding for multiple new construction and/or modernization projects. The scope of work centers on the development of state grant facilities program applications for all eligible projects and includes the following services for state facilities funding programs.

1. Analyze and determine potential state funding eligibility (baseline, annual adjustment, high school attendance area, etc.).
2. Prepare and process eligibility
3. Preview eligibility documents with OPSC for funding estimate
4. Identify projects for state funding applications including reimbursement
5. Develop strategies for state funding and coordinate chosen option with project team

6. Guide District and team in optimal state funding approach
7. Draft state funding estimate for project(s)
8. Prepare and coordinate state funding application forms and related documents
9. Adjust forms in response to agency comments
10. Provide guidance on projects to optimize current and future funding opportunities and space interpretation by CDE and OPSC
11. Ensure compliance with Title 5 and other regulations required for State funding
12. Preview plans prior to architect's submittal to DSA
13. Coordinate approval by CDE and OPSC
14. Any other work as directed by the District and mutually agreed upon

**QUALITICATIONS:** I have more than twenty-five years of planning experience in public school facilities development and helped obtain hundreds of millions in State funding for many school districts. Please review my qualifications at [www.corinneloskot.com](http://www.corinneloskot.com).

**FEE:** The rate of \$175 per hour has been in effect since 2004. The rate increase to \$200 per hour becomes effective July 1, 2013. The increased rate is commensurate with the significant positive financial impact generated for the District.

Option 1 is recommended in order to lock-in the lower rate savings of savings of 14% per year for three (3) years, ensure professional consistency and continuity, pursue funding from the future grant program and future state-wide bond passage.

Option 1: Not-to-exceed authorization of \$40,000 per year for three (3) years (2013-2014, 2014-2015 and 2015-2016), based on the fee rate of \$175 per hour.

Option 2: Not-to-exceed authorization of \$40,000 per year for one (1) year (2013-2014) based on the fee rate of \$200 per hour.

Corinne Loskot Consulting, Inc. has a federal tax ID/EIN #33-0973425, therefor; IRS form 1099 is not required.

Thank you very much for the opportunity to present this proposal. To accept my agreement, please select option 1 or 2, sign and email the agreement to me. Please retain one signed agreement for your records. Please do not hesitate to contact me at 949.632.0055 for any additional information. I look forward to continuing to work with you and your team to secure maximum State funding for facilities improvements.

Sincerely,

*Corinne Loskot*

Corinne Loskot  
President, Corinne Loskot Consulting, Inc.

## AGREEMENT FOR CONSULTING SERVICES (OPTION 2)

This agreement by and between Corinne Loskot Consulting, Inc., herein referred to as CONSULTANT, and Culver City Unified School District, herein referred to as CLIENT, shall be effective July 1, 2013 and extend through June 30, 2014. CONSULTANT and DISTRICT, for the consideration hereinafter named, agree as follows:

**OBJECTIVE:** The CLIENT seeks specialized consulting in facilities planning and State facilities funding for pursuit of the optimal State funding for modernization and/or expansion of existing schools, and other work as directed by the DISTRICT.

**SCOPE OF WORK:** In general, at the direction of the DISTRICT, the CONSULTANT shall complete the scope of work as stated in the proposal dated, June 9, 2013.

**LIMITATIONS:** Consultant does not carry insurance for workers compensation or professional liability, does not guarantee grant funding or program compliance and does not assume any liability for design or approval.

**COMPENSATION:** The services undertaken upon this authorization shall not exceed \$40,000 per year, inclusive of reimbursable expenses. CLIENT shall pay the CONSULTANT in accordance with the following fees for all services rendered. CLIENT shall pay the CONSULTANT the amount of \$200 per hour for services (\$90 per hour for assistant planner) as directed with the above referenced proposal, agreed upon additional services rendered, reimbursement for reasonable of out-of-pocket expenses, including travel for state agency meetings, and any authorized subconsultant(s) at cost plus 15%). The services are provided on a time and materials basis. This is not a fixed fee agreement for a specified scope of work. Monthly billings are based on the actual time and material expenses. Payment shall be made monthly. Payment of CONSULTANT'S invoice will be due upon receipt. Reimbursable expenses are those, which are reasonable and necessarily incurred by CONSULTANT in the interest of a CLIENT project, and inclusive of any authorized subconsultants. CONSULTANT shall require prior consent for travel to Sacramento.

**DURATION OF AGREEMENT:** This agreement may continue in force or as amended by mutual agreement. The hourly rate shall remain in effect through June 30, 2014.

**TERMINATION:** This agreement may be terminated by either party with seven (7) days written notice.

By executing this agreement, the parties below agree to the terms above.

Signature: *Corinne Loskot*

Date: June 9, 2013

Corinne Loskot, President,  
Corinne Loskot Consulting, Inc.  
21942 Via Del Lago, Trabuco Canyon CA 92679-3437  
Tel. 949.632.0055 Fax 949.589.8826

Signature: \_\_\_\_\_

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

Mr. Michael Reynolds  
Asst. Superintendent, Business Services  
Culver City Unified School District  
4034 Irving Place  
Culver City, CA 90232



**BOARD REPORT**

**7/1/13  
14.3b**

**14.3b Approval of Summer Projects Agreement with Balfour Beatty Construction**

It is recommended that the Board of Education approve the Lease, Lease-Back Agreement with Balfour Beatty Construction for various projects to be completed during the summer.

**RECOMMENDED MOTION:** That the Board of Education for Culver City Unified School District approve the attached agreements with Balfour Beatty Construction.

**Moved by:**

**Seconded by:**

**Vote:**

## CULVER CITY USD MISC PROJECTS

### SITE LEASE

This SITE LEASE is dated as of July 27<sup>th</sup>, 2013 and is by and between the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and Balfour Beatty Construction LLC, a California corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the multiple CCUSD sites site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at multiple CCUSD sites at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Sites, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings as herein specified.

- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on multiple CCUSD sites by and between the District and the Lessee dated of even date herewith.
- B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
- C. **"District"** means the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California.
- D. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- E. **"Lessee"** shall mean Balfour Beatty Contractors, and its successors and assigns.
- F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.

- G. "Site" means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.
- H. "Site Lease" means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- I. "Sublease" means the Sublease dated of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. "Sublease Payment" means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. "Sublease Prepayment" means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. "Term of this Lease" or "Term" means the time during which this Lease is in effect, as provided for in Section 3 of this Lease.

SECTION 2. SITE LEASE.

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Culver City, County of Los Angeles, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. TERM.

The term of this Site Lease shall become effective upon the authorized execution of this Site Lease and after the District's receipt of a final judgment from a court of competent jurisdiction validating the Contract Documents pursuant to Section 5 of the Construction Services Agreement, unless in District's sole discretion it issues a Notice to Proceed prior to receipt of a final judgment, in which case this Site Lease shall become effective upon issuance of a Notice to Proceed. The term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

SECTION 4. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.

The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

- D. The Site is properly zoned for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
- (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
  - (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
  - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
  - (4) no underground storage tank is now located in the Site or has previously been located therein;
  - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
  - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
  - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
  - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and

- (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
  - (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
  - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
  - (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

**SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

**SECTION 6. RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of One Dollar [\$1.00 x number of years of lease] (\$1.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16. **TAXES.**

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17. **INDEMNIFICATION.**

The District covenants and agrees to indemnify, defend and hold the Lessee harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by the Lessee as a result of any condition described in Section 4, paragraph G hereof, unless the condition is caused or created by Lessee, whether or not known to the District on the date of execution of this Site Lease, or unless such cost is contemplated to be paid by the Lessee pursuant to the provisions of the Construction Services Agreement. All other indemnification issues related to this Site Lease, the Site or the progress and prosecution of the Project shall be governed by the Construction Services Agreement and Sublease.

SECTION 18. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee:               Balfour Beatty Construction LLC  
                                  10620 Treena St., Suite 300  
                                  San Diego, CA 92131  
                                  Attn: Brian Cahill, President Southwest Division

If to District:             Culver City Unified School District  
                                  4034 Irving Place  
                                  Culver City, CA 90232  
                                  Attn: David LaRose, Superintendent of Schools  
                                  Attn: Michael Reynolds, Chief Business Official

SECTION 20. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court,



or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

SECTION 24. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**CULVER CITY UNIFIED SCHOOL DISTRICT**  
**"DISTRICT"**

**BALFOUR BEATTY CONSTRUCTION LLC**  
**"LESSEE"**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF SITE**

**PRELIMINARY SCOPE OF CULVER CITY USD SUMMER PROJECT 2013:**

**CULVER CITY USD SUMMER PROJECT 2013, TO INCLUDE**

**EXHIBIT "B"**

**SUBLEASE**

**(UNDER SEPARATE COVER)**



**EXHIBIT "C"**  
**CONSTRUCTION SERVICES AGREEMENT**

**(UNDER SEPARATE COVER)**

**CULVER CITY USD MISC PROJECTS**  
**SUBLEASE AGREEMENT**

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BALFOUR BEATTY CONSTRUCTION LLC

Dated as of July 27<sup>th</sup>, 2013

## CULVER CITY USD MISC PROJECTS

### SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of July 27<sup>th</sup>, 2013 and is by and between the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California ("District"), and Balfour Beatty Construction LLC, a California corporation and operating under the laws of the State of California ("Lessor").

#### RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit "A" attached hereto (the "Project") and situated on multiple CCUSD sites described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

#### WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.

- A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.
- B. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the

financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project).

- C. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the multiple CCUSD sites by and between the District and the Lessor of even date herewith.
- D. **"Contract Documents"** means the Construction Services Agreement, this Sublease and the Site Lease.
- E. **"District"** means the Culver City Unified School District, a school district duly organized and existing under the laws of the State of California.
- F. **"Effective Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- G. **"Event of Default"** means one or more events of default as defined in Section 21 of this Sublease.
- H. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.
- I. **"Lessor"** shall mean Balfour Beatty Contractors, and its successors and assigns.
- J. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- K. **"Project"** means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- L. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- N. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- O. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- P. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- Q. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.



SECTION 2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3. **TERM OF THE SUBLEASE.**

The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease and after the District's receipt of a final judgment from a court of competent jurisdiction validating the Contract Documents, unless in District's sole discretion it issues a Notice to Proceed prior to receipt of a final judgment, in which case this Sublease shall become effective upon issuance of a Notice to Proceed. The term of the Sublease shall terminate upon the completion of the Project and payment of the last Sublease Payment, unless sooner terminated as hereinafter provided.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
  - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
  - (3) The exercise of the District's option under Section 26 hereof.

SECTION 4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;

- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represent and warrant to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. **CONSTRUCTION/ACQUISITION.**

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor lease payments (the "Sublease Payments") as provided by the Construction Services Agreement. In no event shall the sum of the Sublease Payments due hereunder exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing

by the District and the Contractor. The District shall have no obligation to make Sublease payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District's inability to obtain a final judgment from a court of competent jurisdiction validating the Contract Documents.

- B. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, or otherwise questioned or challenged by the District pursuant to the Construction Services Agreement, within twenty-five (25) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of ten percent (10%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- C. In the event that the District exercises its option under Section 26(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Sublease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- D. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

#### SECTION 8. FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

#### SECTION 9. SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not

exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10.

**USE OF SITE AND PROJECT.**

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11.

**LESSOR'S INSPECTION/ACCESS TO THE SITE.**

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12.

**PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13.

**ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease and Sections 25 and 26 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 14. **INTENTIONALLY DELETED.**

SECTION 15. **UTILITIES.**

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed and Site, such utilities, including but not limited to, all air conditioning, heating, electrical, gas, water, and sewer units. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16. **INTENTIONALLY DELETED.**

SECTION 17. **INTENTIONALLY DELETED.**

SECTION 18. **INTENTIONALLY DELETED.**

SECTION 19. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. **INTENTIONALLY DELETED.**

SECTION 21. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

#### SECTION 23.

##### **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

#### SECTION 24.

##### **ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this

Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25.

**OWNERSHIP.**

The Project is and shall at all times be and remain the sole and exclusive property of the Lessor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein. During the Term of this Sublease Agreement, the District shall hold title to the Site and obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Lessor. During the term of this Sublease Agreement, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Section 27 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26.

**SUBLEASE PREPAYMENTS/PURCHASE OPTION.**

A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount not to exceed the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the Retention for such Sublease Prepayment pursuant to Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

- (1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:
  - a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.
  - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons

unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

- (2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the inspector hired by the District pursuant to Section 24 of the Construction Services Agreement. If the District's inspector determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.
- (3) The District shall retain an amount equal to five percent (5%) of each Sublease Prepayment ("Retention") made at Lessor's request, unless said Retention is modified pursuant to Section 20 of the Construction Provisions. Lessor shall have the right, as delineated in Section 35 of the Construction Services Agreement, to substitute securities for any Retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full.

- B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section.

#### SECTION 27. **RELEASE OF LIENS.**

- A. Notwithstanding Section 26, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

#### SECTION 28. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.



SECTION 29. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor:               Balfour Beatty Construction LLC  
                                  10620 Treena St., Suite 300  
                                  San Diego, CA 92131  
                                  Attn: Brian Cahill, President Southwest Division

If to District:             Culver City Unified School District  
                                  4034 Irving Place  
                                  Culver City, CA 90232  
                                  Attn: David LaRose, Superintendent of Schools  
                                  Attn: Michael Reynolds, Chief Business Official

SECTION 32. **TITLES.**

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 33. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 34. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

**CULVER CITY UNIFIED SCHOOL DISTRICT**  
**"DISTRICT"**

**BALFOUR BEATTY CONSTRUCTION LLC**  
**"LESSEE"**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

**PRELIMINARY SCOPE OF CULVER CITY USD SUMMER PROJECT 2013:**

**CULVER CITY USD SUMMER PROJECT 2013, TO INCLUDE,**

**EXHIBIT C**

**SITE LEASE**

**(UNDER SEPARATE COVER)**

**EXHIBIT D**  
**CONSTRUCTION SERVICES AGREEMENT**  
**(UNDER SEPARATE COVER)**

**CULVER CITY USD MISC PROJECTS**

**SITE LEASE**

Between

CULVER CITY UNIFIED SCHOOL DISTRICT

and

BALFOUR BEATTY CONSTRUCTION LLC

Dated as of July 27<sup>th</sup>, 2013

**CULVER CITY USD MISC PROJECTS  
CONSTRUCTION SERVICES AGREEMENT**

Between

**CULVER CITY UNIFIED SCHOOL DISTRICT**

and

**BALFOUR BEATTY CONSTRUCTION LLC**

Dated as of June 27<sup>th</sup>, 2013

## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1	CONTRACTOR'S DUTIES AND STATUS ..... 2
SECTION 2	DEFINITIONS ..... 2
SECTION 3	ADDITIONAL SERVICES; DISTRICT CONTINGENCY ..... 3
SECTION 4	ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP" ..... 3
SECTION 5	NOTICE TO PROCEED ..... 5
SECTION 6	SAVINGS ..... 5
SECTION 7	SELECTION OF SUBCONTRACTORS ..... 5
SECTION 8	CONSTRUCTION SCOPE OF WORK ..... 6
SECTION 9	EXTRA WORK/MODIFICATIONS ..... 9
SECTION 10	TIME OF COMPLETION ..... 10
SECTION 11	TERMINATION OF AGREEMENT ..... 13
SECTION 12	PERSONNEL ASSIGNMENT ..... 16
SECTION 13	MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS ..... 16
SECTION 14	PREVAILING RATES OF WAGES; RECORDS, APPRENTICES ..... 17
SECTION 15	DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS ..... 20
SECTION 16	EMPLOYMENT OF APPRENTICES ..... 20
SECTION 17	HOURS OF WORK ..... 21
SECTION 18	PAYROLL RECORDS ..... 21
SECTION 19	BONDING REQUIREMENTS ..... 22
SECTION 20	SUBLEASE PAYMENTS AND RETENTION ..... 23
SECTION 21	CORRECTION OF WORK: WARRANTY ..... 24
SECTION 22	ASSIGNMENT OF ANTI TRUST CLAIMS ..... 25
SECTION 23	PROTECTION OF PERSONS AND PROPERTY ..... 25
SECTION 24	INSPECTION OF WORK/ INSPECTOR AND ARCHITECT ..... 28
SECTION 25	SUPERVISION ..... 29
SECTION 26	SEPARATE CONTRACTS ..... 30
SECTION 27	USE OF PREMISES/SAFETY ..... 30
SECTION 28	CLEANING UP ..... 30
SECTION 29	SITE REPRESENTATIONS ..... 30
SECTION 30	TRENCH SHORING ..... 31
SECTION 31	HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS ..... 31
SECTION 32	INSURANCE ..... 32
SECTION 33	HOLD HARMLESS ..... 36



**TABLE OF CONTENTS**  
(Continued)

		<u>Page No.</u>
SECTION 34	RESOLUTION OF AGREEMENT CLAIMS .....	37
SECTION 35	SUBSTITUTION OF SECURITY .....	38
SECTION 36	TITLE TO WORK .....	38
SECTION 37	CONTRACT DOCUMENTS AND INTERPRETATIONS .....	38
SECTION 38	REQUEST FOR SUBSTITUTIONS.....	39
SECTION 39	COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION .....	40
SECTION 40	EQUAL OPPORTUNITY CLAUSE .....	41
SECTION 41	COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION.....	42
SECTION 42	PATENTS, ROYALTIES, AND INDEMNITIES .....	42
SECTION 43	EXCISE TAX.....	42
SECTION 44	PROHIBITED INTERESTS .....	42
SECTION 45	NO ASBESTOS CERTIFICATION .....	43
SECTION 46	LAWS AND REGULATIONS .....	44
SECTION 47	AGREEMENT MODIFICATIONS .....	44
SECTION 48	NOTICES .....	44
SECTION 49	THIRD-PARTY CLAIMS .....	44
SECTION 50	ASSIGNMENT .....	44
SECTION 51	HEADINGS.....	45
SECTION 52	INTEGRATION/MODIFICATION.....	45
SECTION 53	APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED.....	45
SECTION 54	SUCCESSION OF RIGHTS AND OBLIGATIONS.....	45
EXHIBIT "A" Scope of Work / Plans and Specifications		
EXHIBIT "B" Master Budget		
EXHIBIT "C" DVBE Requirements		
EXHIBIT "D" Payment Bond		
EXHIBIT "E" Performance Bond		
EXHIBIT "F" Contractor Fingerprinting Requirements		
EXHIBIT "F" (cont.) Subcontractor Fingerprinting Requirements		
EXHIBIT "G" Contractor's Certificate Regarding Workers' Compensation		
EXHIBIT "H" Drug-Free Workplace Certification		
EXHIBIT "I" Asbestos Free Materials Certification		
EXHIBIT "J" Conduct Rules for Contractors		

CULVER CITY USD MISC PROJECTS  
CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is made as of July 27<sup>th</sup>, 2013, by and between the Culver City Unified School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and Balfour Beatty Construction LLC, a California corporation operating under the laws of the State of California ("Contractor").

RECITALS

WHEREAS, the District entered into an agreement with an Architect (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the new Athletics Field project at the Culver City Senior High School site (collectively, the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to assist in modifying the plans and specifications for, and to provide for the construction of, the Project; and

WHEREAS, California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor a portion of the Culver City Senior High School site and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to this existing school site; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make sublease payments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at, or prior to, the expiration of the Lease and Sublease terms, title to the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations prior to the construction of the Project and the Lease of the Project back to the District; and

WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein; and

WHEREAS, upon completion of the Construction Documents the Contractor will have thoroughly investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth and defined in Article 4 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions or any requests, except for such additional compensation provided for herein based upon errors or omissions contained within the plans and specifications or Construction Documents.

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

## SECTION 1 CONTRACTOR'S DUTIES AND STATUS

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Section 2(D) for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration and superintendence and to attempt to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Section 2, paragraphs B and E, below.

## SECTION 2 DEFINITIONS

- A. "Allowances" means budgets established for specific scopes of the Work which cannot be clearly defined at the time that the GMP is established. Whenever costs are more than or less than the established allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.
- B. "Construction Services Agreement" means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- C. "Construction" or "Construction Services" means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8 and Exhibit "A." Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Project pursuant to the Construction Documents."
- D. "Construction Costs" means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the project site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- E. "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by the Architect and specifications approved by District and the Division of the State Architect ("DSA") which show or describe the location, character, dimensions or details of the Project and specifications for construction thereof.
- F. "Contract Documents" means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments hereto, the Construction Documents, the Site Lease, and the Sublease.

- G. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9.
- H. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- I. **"Site"** means those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit "A" of the Site Lease.
- J. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- K. **"Subcontractor"** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.
- L. **"Sublease"** means the Sublease of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- M. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- N. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.

### **SECTION 3 ADDITIONAL SERVICES; DISTRICT CONTINGENCY**

If the District requests Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount of \$0.00 ("District Contingency"), which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor within the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work, and the Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the plans and specifications until such time, if ever, the Errors and Omissions Allowance (defined in Section 4(A)(2) below) has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

### **SECTION 4 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"**

- A. The Preliminary GMP for the Project shall be **NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (900,000.00)**. The Preliminary GMP is based upon plans and specifications existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the Preliminary

GMP is attached hereto as Exhibit "B." The Final GMP (hereinafter "GMP") shall be established by mutual agreement between District and Contractor after receipt and evaluation of subcontractor bids and shall be confirmed by a duly-executed amendment to this Construction Services Agreement. Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below.

(1) Contractor Contingency. The Contractor Contingency is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items, and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If on final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be divided with 75% going to the District and 25% going to the Contractor.

(2) Errors and Omissions Allowance. Within the GMP shall be a line item amount to cover errors and omissions in the plans and specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the plans and specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and allocated to the District, except for any portion of Savings added to the Errors and Omissions Allowance, which Savings shall be allocated between the parties as provided in Section 6 below.

B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in

scope are not considered savings, and as such there shall be no savings participation due to Contractor.

## **SECTION 5     NOTICE TO PROCEED**

After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence, except that the District shall not be obligated to issue a Notice to Proceed if the District has not obtained a final judgment from a court of competent jurisdiction validating the Contract Documents.

## **SECTION 6     SAVINGS**

- A. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the construction documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings.
- B. If Contractor realizes a Savings on an aspect of the Project related to value engineering or proposed modifications to the plans and specifications after execution of this Construction Services Agreement, such Savings shall be divided in the following proportion: Fifty Percent (75%) of any Savings shall be returned to the District and Fifty Percent (25%) of any Savings shall be returned to the Contractor. However, in the event any savings to the Project is realized due to the substitution of any subcontractor(s), such amounts shall not be considered Savings, and such amounts shall not be available for sharing under the terms of this Section 6.

## **SECTION 7     SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Contractor shall ensure a minimum of three (3) bids are received for each trade package, unless District agrees to an alternate number. Contractor shall require bidding subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 7(A)(1) below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review but no Project subcontractor shall be afforded the protections of Public Contract Code section 4100 *et seq.* In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 11 below.

- (1) Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the

overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement.

The Contractor must require bidding subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at [www.dgs.ca.gov/osbcr](http://www.dgs.ca.gov/osbcr). Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. The Contractor is encouraged to retain documentation of its bidding subcontractors' good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; and e) Available DVBEs were considered.

## **SECTION 8      CONSTRUCTION SCOPE OF WORK**

- A.    **CPM Master Schedule.** Prior to commencing construction, Contractor shall submit to District a reasonably detailed CPM (Critical Path Method) Master Schedule for the construction, as set forth in Section 10(C) herein, and Contractor shall be required to provide periodic schedule updates and updates regarding any identified delays and methods for correcting such delays.
- B.    **Pre-Construction Orientation/Construction Meetings.** The Contractor, in conjunction with the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Contractor shall also conduct construction and progress meetings with District Representatives and other interested parties, which meetings shall occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- C.    **Budget/Cash Flow Reports.** The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- D.    **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District.

- E. **Shop Drawings.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- (1) Contractor shall advise District immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- F. **Submittals.** Contractor shall furnish for approval, within fourteen (14) days following the Project commencement date in the Notice to Proceed, or within any other time frame agreed to by the parties, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Construction Services Agreement. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within a reasonable time period so as not to cause delays on the Project. This provision shall not authorize any extension of time for performance of this Construction Services Agreement. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. If the Architect's response results in a change in the Project, then such change shall be effected by a written change order.
- G. **Scheduling.** Contractor shall complete the construction pursuant to the CPM Construction Documents, subject to DSA approval and reduction in scope, performing all work set forth in the Scope of Work (Exhibit "A" to this Construction Services Agreement) and shall ensure proper scheduling occurs as necessary to prevent disruption to classes and District programs. Should such disruption occur, District shall have the right to temporarily stop work as necessary, which stoppage of work shall not be considered a construction delay and shall not result in any additional construction time allotment or increase in Project costs, provided that such stoppage does not exceed ten (10) calendar days.
- H. **District Permit and Other Obligations.** It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the



direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA.

- I. **Contractor Permit Obligations.** District shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. District shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- J. **Protection.** The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- K. **Nuisance Abatement.** The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- L. **Site Mitigation and Remediation.** The District shall perform any required Site mitigation or remediation at its sole cost, unless such Site mitigation or remediation is necessitated by any of the conditions described in Section 31 hereof, in which event the provisions of that section shall govern. The District shall be responsible for any asbestos and lead abatement and/or remediation work.
- M. **Utilities.** The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities.
- N. **Sanitary Facilities.** The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- O. **Layout and Field Engineering.** All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- P. **Cutting and Patching.** Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.
- Q. **Close Out Submittals.** The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications at the completion of the Project.

## SECTION 9 EXTRA WORK/MODIFICATIONS

- A. In addition to those errors and omissions of the drawings and specifications, if any, which are to be addressed by the Errors and Omissions Allowance, or unforeseen conditions, the District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such Extra Work/Modification by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to the GMP, or otherwise deducted from the GMP, as applicable.
- B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:
1. By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
  2. By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
  3. By the cost of material and labor and a percentage for the Contractor's construction management fee. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

	EXTRA/ (CREDIT)
(a) Material (attach itemized quantity and unit cost plus sales tax and profit/overhead not to exceed ten percent (10%))	_____
(b) Subcontractor's labor and profit/overhead (profit/overhead not to exceed five percent (5%)) (attach itemized hours and base rates from identified prevailing wage rate schedules)	_____
(c) Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost	_____
(d) Subtotal	_____
(e) Contractor's profit/overhead not to exceed four percent (4%) of Item (d), if applicable	_____
(f) Subtotal	_____
(g) Bond Premium, not to exceed one percent (1%) of Item (f)	_____
(h) Total	_____

- C. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable amount for the bonding mark up for deleted items at the time of the request for the Extra Work/Modification.
- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including in the documentation items (B)(3)a-h described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- E. All costs associated with the Extra Work/Modification may be in terms of time, money or both.
- F. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result of the sole established negligent acts or omissions or willful misconduct of the District, or its subcontractors, principals, agents, servants, or employees.
- G. The term "profit/overhead" for any subcontractors shall be considered to include insurance other than mentioned in Section 9(c) above, field and office supervisors and assistants, watchmen, use of small tools, consumables and general field and home office expenses, and no separate allowance will be made therefor.

#### **SECTION 10 TIME OF COMPLETION**

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE FULLY COMPLETED TWO HUNDRED (200) CALENDAR DAYS FROM THE NOTICE TO PROCEED, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT PRIOR TO THE CONTRACTUAL DURATION. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF ONE THOUSAND DOLLARS (\$500.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE

BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

\_\_\_\_\_ Contractor's Initials

\_\_\_\_\_ District's Initials

- A. *Intentionally Deleted.*
- B. The term "Fully Completed and Accepted," as used herein, shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.
- C. Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a reasonably detailed CPM (Critical Path) Schedule, setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to this Construction Services Agreement (the "Time Schedule"). The Contractor shall submit the master schedule to the District for acceptance and update the master schedule as appropriate on at least a monthly basis. The Contractor shall incorporate the activities of Contractors on the Project and delivery of products requiring long lead time procurement. The Contractor shall also include the District's occupancy requirements showing portions of the Projects having occupancy priority. The Contractor shall be responsible for providing the District with a Schedule of Values within ten (10) working days of the Project commencement date in the District's Notice to Proceed, which will be updated as needed. It is specifically understood that District will utilize said Time Schedule as it is revised from time to time to determine completion dates of various aspects of the Project. Sublease Prepayments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by District's Inspector pursuant to the Time Schedule and the Schedule of Values.
- D. The Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the Government Code, if the Contractor while performing the work on the project discovers any existing main or trunkline utility facilities not identified by the public agency (the District) in the contract plans or specifications, Contractor shall immediately notify the public agency (the District) and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9 hereof.
- E. Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to: acts of God, or of public enemy,

acts of Government, acts of District or anyone employed by it or acts of another contractor in performance of a contract (other than the Contract Documents) with District, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractors due to such causes, provided that Contractor has taken reasonable precautions to prevent further delays owing to such causes. A ten (10) year average of the normal seasonal rainfall for the Culver City, California area, as determined by the National Weather Service, and any resulting "dry-out" time shall not be considered reason for a time extension.

(1) Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days will be allotted for in Contractor's schedule for weather period which is defined as the months, in aggregate of October, November, December, January, February and March. The weather days shall be shown on the schedule and if not used will become float for the Project's use. Contractor will not be allowed a day-for-day weather delay when the work anticipates construction during a period that normally includes inclement weather. A day-for-day extension will only be allowed for those days in excess of the norm. Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the work under construction from the effects of inclement weather.

(2) If the weather is unusually severe in excess of the NOAA data norm and prevents Contractor from beginning work at the usual daily starting time, or prevents Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, Architect will designate such time as unavoidable delay and grant one (1) calendar-day extension.

- F. Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- G. Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.
- H. Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials, except District-furnished materials, unless Contractor furnishes to Architect documented proof that Contractor has made every effort to obtain such materials from every known source within reasonable reach of the Project. Contractor shall also submit proof, in the form of network analysis data that the inability to obtain such materials when originally planned did, in fact, cause

a delay in final completion of the Project which could not be compensated for by revising the sequence of operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of Architect that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities and that such fact could not have been known or anticipated at the time this Construction Services Agreement was entered into.

- I. Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays.
- J. District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any subcontractors or materialmen of any tier, or their officers, employees or agents.

## **SECTION 11    TERMINATION OF AGREEMENT**

### **A.    Termination for Breach.**

- (1) If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10)

days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

- (2) In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
- (3) In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without *liability for so doing*, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Section 11.

B. Termination for Convenience.

- (1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
- (2) The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
- (3) After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
  - a. Stop Work as specified in the Notice of Termination.
  - b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
  - c. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
  - d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
  - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
  - f. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor,

materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

- (4) Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
- (5) In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:
  - a. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
  - b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
  - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 11.

C. Termination of Agreement by Contractor.

- (1) The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any sums due it following the receipt by District of a written request from the Contractor (unless such sums are contested by the District) in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26(A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.

D. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion.



## **SECTION 12     PERSONNEL ASSIGNMENT**

- A. Contractor shall employ a competent, English speaking Project Manager and necessary assistants who shall be in attendance at the Project Site during the performance of the work. Before commencing the work, Contractor shall designate in writing the name, qualifications, experience and references from owners and architects on previous projects for Contractor's proposed Project Manager who, on approval of District, shall have full authority to represent and act for Contractor. All directions given to the Project Manager shall be as binding as if given to Contractor. A facsimile of the signatures of the authorized representatives of Contractor shall be submitted to Architect and District. Contractor's authorized representatives, or designated substitutes, acceptable to District, shall be present at the Site at all times that any work is in progress and at any time that any employee or subcontractor of Contractor is present at the Site and shall attend all job meetings. The Project Manager shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share management duties with another project or job. The Project Manager shall not be replaced except with written consent of District, unless the Project Manager proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. The Project Manager shall represent Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from Architect, Inspector, District or any other District representative. All Requests for Information shall be originated by the Project Manager and responses thereto shall be given to the Project Manager. No work shall begin on any day by any subcontractor or other person on the Project site until Contractor management personnel has arrived, or shall any work continue during the day after the Contractor management personnel has departed from the Project Site. The Project Manager shall have authority to bind Contractor through the Project Manager's acts.
- B. Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- C. Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- D. Contractor shall be responsible to District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its subcontractors.

## **SECTION 13     MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS.**

- A. The Contractor, and any subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the construction of the Project, and for four (4) years following the termination of the term of the last Document, the Contractor, and any subcontractors, shall retain such data and records. During construction of the Project, the Contractor shall make available all requested data and records at reasonable locations within the County of Los Angeles, at any time during normal business hours, and as often as the District deems necessary. If records are not made available within the County of Los Angeles during the construction of the Project, the Contractor shall pay the District's travel costs to the location where

the records are maintained. Upon completion of the construction of the Project, Contractor shall provide District with one (1) complete copy of all books, records and accounts of all financial transactions in the course of its activities and operations related to the Project, including but not limited to sales slips, invoices, payrolls, personnel records, requests for subcontractor payment and other data relating to all matters covered by the Contract Documents. Failure to make requested records available for audit by the date requested will entitle the District to terminate this Construction Services Agreement, subject to the notice and right to cure periods specified within section 11(A)(1) of this Construction Services Agreement. Contractor, at all times, shall remain responsible for providing all such documentation, and shall ensure all subcontractors provide such information to ensure Contractor's complete copy of all books, records and accounts described above are, in fact, complete.

- B. At its own cost, the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. This right does not extend to books and records that do not, in any way, relate to or concern the accounting of monies associated with the Project. Any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Savings realized during the prosecution and progress of the Project were not allocated as provided for in Section 6 of this Construction Services Agreement, the District shall be entitled deduct such the amount of such Savings from the next Sublease Payment due or Sublease Prepayments, as applicable, under the provisions of the Sublease between District and Contractor. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in accordance with the provisions of Section 34 of this Construction Services Agreement.
- C. Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

#### **SECTION 14 PREVAILING RATES OF WAGES; RECORDS, APPRENTICES**

- A. Wage Rates, Travel and Subsistence.

(1) Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

(2) Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial

Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

(3) Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

(4) Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

(5) Forfeiture and Payments.

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or subcontractor; and (2) whether the Contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

B. Records of Wages Paid.

(1) Payroll Records.

(a) Pursuant to §1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

(b) All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

(iii) a certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by

the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

(d) The Contractor or subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or the subcontractor(s) performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

(f) The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The Contractor or subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Section shall rest upon the Contractor.

(2) Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to the Contractor if:

(a) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

(b) The Contractor or any subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

- (c) The Contractor or subcontractor(s) submit incomplete or inadequate payroll records; or
- (d) The Contractor or subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- (e) The Contractor or subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

#### **SECTION 15 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **SECTION 16 EMPLOYMENT OF APPRENTICES**

- A. Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract Documents shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in Section 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under these Contract Documents. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.
- B. Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code section 1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the work under the Contract Documents or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code section 1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project Site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code section 1777.5.
- C. Submission of Contract Information. Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman

hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

- D. Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her proposal or bid for the Contract Documents.
- E. Contractor Compliance. The responsibility of compliance with Article 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code section 1777.5 shall be subject to the penalties set forth in Labor Code section 1777.7.

#### **SECTION 17    HOURS OF WORK**

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- B. Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

#### **SECTION 18    PAYROLL RECORDS**

- A. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 *et seq.*
- B. The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 *et seq.* All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors are directed to go to <https://app.mylcm.com> and follow the instructions to enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate

purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

- C. The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.
- D. Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- E. Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

## **SECTION 19 BONDING REQUIREMENTS**

The Contractor shall provide the following bonds:

- A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by Contractor for the Project within five (5) working days after the Project commencement date in the Notice to Proceed for the Project. The Payment Bond shall be for One Hundred Percent (100%) of the GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by the Contractor in full force and effect for the Project until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, the Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Los Angeles that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.
- B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by Contractor for the Project within five (5) working days after Project commencement date in the Notice to Proceed. The Faithful Performance Bond shall be for One

Hundred Percent (100%) of the GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form attached hereto and shall be maintained by the Contractor in full force and effect until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "E." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must increase the Faithful Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Los Angeles that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

C. The bonds required by this section shall meet the following criteria:

- (1) Each bond shall be signed by both the Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
- (2) Should any bond become insufficient, the Contractor shall renew or amend the bond within ten (10) days after receiving notice from the District.
- (3) Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by the District.
- (4) Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

D. Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above in Section 19 (A)-(C). With the prior approval of the District, Contractor may implement a Contractor's Default Insurance (CDI) Program in lieu of providing Subcontractor Payment and Performance Bonds. Should the District allow the Contractor to implement such a CDI program, the costs shall not exceed 1.2% of the value of the subcontract agreements.

## **SECTION 20 SUBLEASE PAYMENTS AND RETENTION**

Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. Subject to the provisions set forth in the Sublease Agreement, each month while Contractor is providing Construction Services, District shall pay to Contractor a sum equal to ninety-five percent (95%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Lease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial



payment. The parties agree that the District may, in its sole and absolute discretion, decrease any and all remaining retention amounts for Project scope of work to a fixed amount, after such work is completed, and still allow for Extra Work/Modifications as may be agreed upon by the parties pursuant Section 9 hereof for minor work added to the Project's additional scope of work. Lease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

In no event shall the cumulative total of the Lease Payments, along with the balance of any anticipated retention ever exceed the GMP as defined herein, unless modified pursuant to Article 9 of this document.

- A. Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.
- B. District may pay Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 26 of the Sublease and this Section 20, which terms and conditions include the five percent (5%) described in Section 26 of the Sublease (the "retention"). The District shall retain and release such retention pursuant to Public Contract Code sections 7107, 7201 and 9203, as those sections may be amended from time to time. Provided, however, prior to, and as a condition precedent for the release of retention, the Contractor shall provide the District with all written documentation required by the SAB's DVBE policy attached hereto as Exhibit "C."

## **SECTION 21    CORRECTION OF WORK: WARRANTY**

Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project, as defined in Section 10 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such

defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

## **SECTION 22     ASSIGNMENT OF ANTI TRUST CLAIMS**

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC 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 purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Lease Payment to Contractor, without further acknowledgment by the parties.

## **SECTION 23     PROTECTION OF PERSONS AND PROPERTY**

- A. Contractor has been advised and is aware that District has adopted Board BP1330 which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractor's employees and subcontractors while on District property. Contractor understands and agrees that should any employee or subcontractor of Contractor violate Board BP1330, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- B. Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Contractor shall also prevent its employees or subcontractors' employees from bringing any animal onto the Project.
- C. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. All work shall be solely at Contractor's risk with the exception of damage to the work in excess of five (5) percent of the Contract amount caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).
- D. Contractor shall take, and require subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of

violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

- E. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- F. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- G. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- H. In the event Contractor is required to access District's computer system or network in the performance of the Contract, Contractor shall provide 48-hours advance notification to District. In the event such access infects District's computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, Contractor agrees to indemnify District and pay for any and all losses, damages and expenses incurred by District to remedy any such infection.
- I. Contractor shall (unless waived by District in writing):
  - (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
  - (2) Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
  - (3) Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - (4) Deliver materials to building area over route designated by District.
  - (5) Take preventive measures to eliminate objectionable dust.
  - (6) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
  - (7) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.

- (8) Not allow personal radios used for entertainment on the work site.
- (9) Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
- J. If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its subcontractors.
- K. Should Contractor encounter any material defined as being hazardous by Section 25249.5 *et seq.* of the California Health and Safety Code, also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65, on the site which has not been rendered harmless, Contractor shall immediately stop work in the affected area and notify District and the Architect of the condition in writing. Work in the affected area shall not be resumed except by written agreement of District and Contractor if the hazardous material has not been rendered harmless. The work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless.
- L. Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- M. Contractor shall require that subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its subcontractors. All subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.

- N. Contractor and subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.
- O. Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.
- P. Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as Exhibit "H" and must be signed under the penalty of perjury and dated prior to commencing work on this Project. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.
- Q. Contractor and subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "J" and incorporated herein by this reference prior to commencing work on the Project.
- R. Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

#### **SECTION 24    INSPECTION OF WORK/ INSPECTOR AND ARCHITECT**

- A. **Inspection of Work/Inspector.** The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
- (1) If the specifications, District's timely instructions, the Division of the State Architect, or any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to be performed by a party other than the District, of the date fixed for such inspection. Inspections by District shall be promptly made, and, where practicable, shall be at the source of supply. If any work required to be inspected by the specifications, District's timely instruction or by a public authority should be covered up without the approval or consent of District, it must, if required by District, be uncovered for examination at Contractor's expense.
- (2) Re examination of questioned work may be ordered by District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with

the Contract Documents, District shall pay the cost of re examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of District that the defects in such work were caused by persons or entities other than Contractor or any of its subcontractors or employees.

- B. **Inspector's Field Office.** Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- C. **Architect.**
- (1) **Architect's Status.** In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
- (2) **Architect's Decisions.** Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

## **SECTION 25 SUPERVISION**

- A. Contractor shall maintain on site a competent Field Project Manager and necessary assistants during the work. The Field Project Manager shall represent Contractor and all directions given to the Field Project Manager shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 47 hereof and the address listed therein. Replacement of the Field Project Manager shall be subject to the provisions of Section 12 above.
- B. Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant changes to the extent possible, should be

placed on the agenda for regularly scheduled construction meetings between Contractor and District to ensure that District is aware of such changes. District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, Construction Services Agreement completion dates will be extended.

#### **SECTION 26     SEPARATE CONTRACTS**

- A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.
- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such Contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other Contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other Contractors prior to its completion. In no event shall the work of such other Contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

#### **SECTION 27     USE OF PREMISES/SAFETY**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 *et seq.*).

#### **SECTION 28     CLEANING UP**

Contractor shall at all times keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and at the completion of the Construction, Contractor shall remove from the Site of the Construction all such waste material and rubbish and all tools, scaffolding and surplus materials belonging to Contractor and/or Contractor's subcontractors, laborers or materialmen, it being specifically understood that at the close of construction and prior to turning over the premises to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, unless more exactly specified.

#### **SECTION 29     SITE REPRESENTATIONS**

District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise

specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

#### **SECTION 30    TRENCH SHORING**

- A.    **Trenches Five Feet or More in Depth.** The Contractor shall submit to the District, in advance of excavation, 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 any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
- (1)    All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
  - (2)    Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

#### **SECTION 31    HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

- A.    Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
- (1)    Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2)    Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
  - (3)    Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.
- B.    District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, may approve use of funds pursuant to the procedures described in the Construction Services Agreement. If asbestos related work or hazardous substance removal is discovered which is not disclosed in the Construction Documents, such work



shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.

- C. In the event that a dispute arises between District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. The Provisions of Section 31 (A) - (C), above, shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

## **SECTION 32 INSURANCE.**

### **A. Contractor's Insurance Requirements**

- (1) The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below in this Construction Services Agreement.

#### **a. Commercial General Liability**

- i. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- (a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (b) Commercial General Liability Insurance must include coverage for the following:
  - (i) Bodily Injury and Property Damage
  - (ii) Personal Injury/Advertising Injury
  - (iii) Premises/Operations Liability
  - (iv) Products/Completed Operations Liability
  - (v) Aggregate Limits that Apply per Project
  - (vi) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (vii) Contractual Liability with respect to this Contract
  - (viii) Broad Form Property Damage
  - (ix) Independent Contractors Coverage

- ii. All such policies shall name the District, the board (past and present) and each member of the board, its officers, employees, agents and

volunteers (excluding the Project Inspector, Architect and other design professionals) as Additional Insureds under the policy.

- iii. The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District. Subcontractor policies should require District approval. If such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.

(2) Automobile Liability

- a. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies admitted to conduct business in the State of California by the Department of Insurance, acceptable to the District, in the amount specified below in this Construction Services Agreement.
- b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- c. The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the District. Subcontractor policies do not require District approval. If, however, such approvals are not obtained, it is agreed that the Contractor's insurance policy will serve as a primary policy in the event that any subcontractor's policy is insufficient to cover a loss sustained as a result of the Project.
- d. All such policies shall name the District, the board and each member of the board, its officers and employees as Additional Insureds under the policies.

(3) Workers' Compensation/Employer's Liability

- a. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below in this Construction Services Agreement for all of his employees engaged in work under this Construction Services Agreement, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

Statutory Workers' Compensation and Employer's Liability Coverage:  
Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in

addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- i. The Voluntary Compensation Endorsement; and
  - ii. Broad Form All States Endorsement; and
  - iii. The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
  - iv. Waiver of Subrogation Endorsement.
- c. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.
  - d. Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Construction Services Agreement full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.
  - e. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.
- (4) Builder's Risk "All Risk" Insurance
- a. At all times during the performance of the work, the District shall maintain builder's risk insurance on an "all risk" completed value basis (including flood and earthquake) upon the entire project which is the subject of the Construction Services Agreement. Coverage shall include completed work as well as work in progress. Any deductibles shall be paid by the District
  - b. Waivers of Subrogation: The District and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other for damages caused by fire or other perils to the extent covered by the property insurance or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**B. Minimum Policy Limits Required**

The following insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	\$3,000,000 per occurrence/\$5,000,000 aggregate for

	bodily injury, personal injury and property damage
	(However, subcontracts may include a minimum insurance requirement for subcontractor of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage)
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk	Completed value or replacement cost (Provided by District)
Umbrella Excess Liability	\$5,000,000 over primary insurance
	(However, subcontracts may include Umbrella Excess Liability Coverage appropriate to the scope and risk of a subcontractor's work, in Contractor's discretion)

C. Evidence Required

- (1) Prior to execution of the Construction Services Agreement the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. As noted below, the District or its authorized representative, may at its discretion, also request and obtain all required insurance policies presented through certificates of insurance for review and compliance.

D. Policy Provisions Required

- (1) All policies of the Contractor shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (2) All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss.

E. Qualifying Insurers

- (1) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

F. Additional Insurance Provisions

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
- (3) The Contractor shall include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof, and shall cover all claims in excess of subcontractor's policy limits with Contractor's policies.
- (4) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
  - a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).
  - b. With respect to correction of work and warranty matters described herein, Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.
  - c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
  - d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
  - e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
  - f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

### **SECTION 33    HOLD HARMLESS**

The District, its Board and each member of the Board, its officers, employees and agents shall not be liable for, and Contractor shall indemnify and hold harmless the District, its Board and each member of the Board, its officers, employees and agents (excluding the Project Inspector, Architect or other design professionals) from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character,

including reasonable attorneys' fees and court costs (herein collectively referred to as "Claims") which arise out of or are in any way connected to the work covered by this Construction Services Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, consultants, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim to the extent it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence or willful misconduct of the District's agents or employees.

#### **SECTION 34    RESOLUTION OF AGREEMENT CLAIMS**

- A. For purposes of this section, the term "Claim" has the meaning as set forth in Public Contract Code section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines "claim" to mean a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- B. Notwithstanding any other provision herein, all claims that are equal to or less than Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be resolved pursuant to Public Contract Code section 20104 *et seq.*, as may be amended from time to time, and which provisions are incorporated herein by reference.
- C. For claims not addressed in Section 34 (A) and (B) above, the dispute review process set forth in this subsection (C) shall apply
  - (1) The dispute review process set forth in this Section 34 shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator".)
  - (2) If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
  - (3) The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
  - (4) A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
  - (5) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
  - (6) Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. Contractor, Subcontractor and Supplier may have an

attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.

- (7) Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- (8) If mediation is unsuccessful, the parties thereafter may, but are not required to, agree to submit the matter to the Administrator for binding arbitration. If the parties so agree to arbitrate, the following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

#### **SECTION 35    SUBSTITUTION OF SECURITY**

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

#### **SECTION 36    TITLE TO WORK**

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.

#### **SECTION 37    CONTRACT DOCUMENTS AND INTERPRETATIONS**

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well known technical or trade meaning and the definition of which come into question.
- C. Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and

specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

- D. **Documents on the Project Site.** Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- E. **Record "As Built" Drawings.** Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade contractor/subcontractor to do its own as-builts. The trade contractor/subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's Representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. At the end of the Project, the Contractor shall provide the District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

## **SECTION 38 REQUEST FOR SUBSTITUTIONS**

- A. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the Construction Documents.
- B. Pursuant to Public Contract Code section 3400(b) the District may make a finding designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes. These findings if made, as well as the products and their specific brand or trade names that must be used for the Project may be found in Exhibit "A" of this Construction Services Agreement, if applicable.
- C. Unless specifically designated in Exhibit "A" of this Construction Services Agreement, whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform



standards for certain materials, processes and articles. If any material, process or article offered for substitution by Contractor is not, in the opinion of the District and the Architect, substantially equal or better in every respect to that specified, Contractor shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the Contractor.

- D. Contractor shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later 35 days after the Project commencement date in the Notice to Proceed for the Project. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Construction Services Agreement. Furthermore, if a proposed "or equal" substitution request is rejected, Contractor shall be responsible for including the specified material, process or article for the Project. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.
- E. For purposes of subdivision (D) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the GMP. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- F. Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (D). Further, Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- G. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.
- H. Contractor agrees to include the provisions of this Section in all subcontractor bid documents.

#### **SECTION 39 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall

comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project in accordance with Section 10 hereof, caused by the Contractor's failure to comply with the Permit.

#### **SECTION 40 EQUAL OPPORTUNITY CLAUSE**

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
  - (1) California Fair Employment and Housing Act (Gov. Code 12900 *et seq.*, prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
  - (2) Federal Civil Rights Act of 1964 (42 USC '2000e *et seq.*, prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 *et seq.*, prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
  - (3) The Age Discrimination in Employment Act (29 USC 621 *et seq.*, prohibiting age discrimination in employment against individuals who are at least forty years of age);
  - (4) California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
  - (5) Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

#### **SECTION 41 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION**

- A. If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

#### **SECTION 42 PATENTS, ROYALTIES, AND INDEMNITIES**

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

#### **SECTION 43 EXCISE TAX**

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

#### **SECTION 44 PROHIBITED INTERESTS**

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making,

accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

#### **SECTION 45    NO ASBESTOS CERTIFICATION**

##### **No Asbestos Certification**

- (1) Contractor shall execute and submit an "Asbestos Free Materials Certification" Contractor attached hereto as Exhibit "I", and further, is aware of the following:

Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

- iv. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
  - v. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
  - vi. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
  - vii. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (2) If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- (3) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

## **SECTION 46    LAWS AND REGULATIONS**

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 *et seq.*). Installations of equipment and other devices shall be in compliance with ADA regulations.

## **SECTION 47    AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

## **SECTION 48    NOTICES**

- A. All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Contractor:            Balfour Beatty Construction LLC  
                                     10620 Treena St., Suite 300  
                                     San Diego, CA 92131  
                                     Attn: Brian Cahill, President Southwest Division

If to District:                Culver City Unified School District  
                                     4034 Irving Place  
                                     Culver City, CA 90232  
                                     Attn: David LaRose, Superintendent of Schools  
                                     Attn: Michael Reynolds, Chief Business Official

- B. For the purpose of directions, representatives from Contractor shall be John Bernardy, Gil Fullen, Charles Brown; Bryan Osborne, Gary Nenadal, and approved PM's and Superintendents as approved by district and District's Representative shall be, David LaRose, Superintendent of Schools and/or Michael Reynolds, Chief Business Official, unless otherwise specified in writing.

## **SECTION 49    THIRD-PARTY CLAIMS**

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

## **SECTION 50    ASSIGNMENT**

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

**SECTION 51    HEADINGS**

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

**SECTION 52    INTEGRATION/MODIFICATION**

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

**SECTION 53    APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

**SECTION 54    SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto. IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR:  
**BALFOUR BEATTY CONSTRUCTION LLC**

DISTRICT  
**CULVER CITY UNIFIED SCHOOL DISTRICT**

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Superintendent of Schools

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT "A"

## SCOPE OF WORK

## PRELIMINARY SCOPE OF CULVER CITY USD SUMMER 2013 PROJECT:

## SUMMER PROJECTS - 2013

ASSIGNED	PROJECT
BALFOUR	CCHS - UPGRADE ROOF CULINARY ARTS AND MEDIA ROOM → <i>see mfg.</i>
BALFOUR	DISTRICT WIDE 70+ RESTROOMS DEEP CLEAN REPAIR AS NECESSARY
BALFOUR	LA BALLONA CATERIA A/C WORK - MIKE FLORES HVAC
BALFOUR	CULVER PARK - REFURNISH INTERIOR AND EXTERIOR OF THE 2 PORTABLES - ONE FOR CULVER PARK AND ONE FOR ON-LINE SCHOOL
<b>MUI</b>	
BALFOUR	ALL CATERIAS - INSTALL HYDRATION STATIONS
BALFOUR	EL RINCON - REPAIR OR REPLACE THE BALL WALLS
BALFOUR	LA BALLONA - MOVE PARKING LOT LIGHTS TO LA BALLONA, ON STREET NEAR THOSE AUDITORIUM, ETC.
BALFOUR	INSTALL FOUNTAIN ADJACENT TO EL RINCON - WROUGHT IRON
BALFOUR	FIX ALL OF THE WATER FOUNTAINS - RE-TILE, INSTALL TALL BOTTLE FILLERS, RE-PIPE WHAT THE PARENTS DID
BALFOUR	EL RINCON - REMOVE THE BULLETIN BOARD CABINET AT FRONT OF SCHOOL
BALFOUR	EL MARINO - RE-SURFACE ASPHALT WHERE NECESSARY
BALFOUR	CCHS - PARKING LOT UPGRADES PRIOR TO SOLAR INSTALL
BALFOUR	EL MARINO - REMOVE THE CLASSROOM INTERIOR WALL BETWEEN 25 AND 26 (CURRENT TEACHERS ROOM, RESTORE ROOM 34 (SAME AS 25?) TO ORIGINAL SIZE
BALFOUR	EL MARINO - REMOVE/REPLACE DEAD TREES ON PLAYGROUND MEET WITH TRACY & MIKE
<b>MOT</b>	MISCELLANEOUS SUMMER PROJECTS: WEATHER STATIONS INSTALLATIONS - SOME GYM EQUIPMENT AT THE HS IS NOT WORKING; COLLEGE WORK CENTER NEEDS A/C, TILES,
BALFOUR	LA BALLONA CATERIA NEEDS NEW CEILING
BALFOUR	ELIMINATE GAS SMELL AT LA BALLONA CLASSROOMS - IN ROOMS 7, 8, 9, 10 AND LIN HOWE CLASSROOMS <i>has sink</i>
BALFOUR	EL MARINO - PROVIDE WATER IN ROOM 30, 27, AND 28 <i>portables</i>
BALFOUR	EL MARINO - FASCIA BOARD - REPLACE AREAS OF WOOD ROT IN VARIOUS AREAS ACROSS CAMPUS
BALFOUR	EL MARINO - NEED MORE SHADING; TABLES ARE PLACED OUTSIDE OF SHADE STRUCTURE
BALFOUR	CCHS - CONCRETE OR ASPHALT BETWEEN CLASSROOMS WHERE MUD IS
BALFOUR	LA BALLONA - POUR FOOTINGS FOR BULLETIN BOARD
BALFOUR	EL MARINO - REMOVE CARPET FROM STAFF LOUNGE/WORK AREA AND REPLACE WITH TILE (WAS PRICED OUT OVER WINTER BREAK) - GIL SAYS JACK VOMBAR MAY DO FREE
BALFOUR	LA BALLONA - FIX ROOF DRAIN SCOUTS - REPLACE FOOTINGS & DRAINING LEATHER
BALFOUR	LA BALLONA - SECURE CHAIN LINK TO POSTS - ADD GREEN MESH TO FENCES
BALFOUR	LA BALLONA - TOP THE FRESH SEED IN COURTYARD - SOIL
BALFOUR	LA BALLONA GRASS/SOD REPAIR- PLAYGROUND SOFTSCAPE - CONSIDER ARTIFICIAL TURF
BALFOUR	MOVE FENCING TO ALLOW FOR MORE LUNCH TABLES - <i>El marino</i>
BALFOUR	MOVE SUPPLY BIN AT LA BALLONA FROM K YARD TO NEAR OTHER CONTAINERS
BALFOUR	RE-DO CHAIN LINK FENCE AT CULVER PARK
BALFOUR	LA BALLONA - REPLACE STORAGE BIN W/BAD ROOF W/NEW ONE & MOVE BIN FM K AREA
BALFOUR	FARRAGUT - REPLACE SINK & RE-CONFIGURE BASKETBALL COURTS & BALL WALLS
BALFOUR	RE-ROOF FOOD SERVICES OFFICE
BALFOUR	INSTALL SAFETY AND SECURITY IMPROVEMENTS PER ELSA
BALFOUR	ENHANCE COMMUNICATIONS & PA SYSTEMS TO REACH ALL OF EACH CAMPUS

# EXHIBIT "B"

## PRELIMINARY GMP

EXHIBIT "B"		
PRELIMINARY GMP		
CULVER CITY MISC PROJECTS		
AT VARIOUS CAMPUS DISTRICT WIDE		
School Site - Scope		Estimated Costs
SUMMER PRELIM 2011		
CULVER CITY MISC PROJECTS - PRELIM GMP		\$ 735,371
Subtotal Estimated Costs		
Balfour Beatty General Conditions (BASED ON HRLY RATE FOR 3 MNTHS FOR 1 STAFF)		\$ 70,000
TOTAL HARDWARE		
Owners Contingency - 0%		\$ -
Contractors Contingency 5%		\$ 40,269
Errors & Omissions allowance 0%		\$ -
CONSTRUCTION COSTS WITH CONTINGENCY & ALLOWANCE		
General Liability/ WC Ins. (Calculated on Contract Amount)	1.04%	\$ 9,360
COC Insurance (N/A by district) (Calculated on Contract Amount)		\$ -
BUILDERS FEE (Calculated on Contract Amount)	4.00%	\$ 36,000
BONDS (Calculated on Contract Amount)	1.00%	\$ 9,000
TOTAL		\$ 900,000



**EXHIBIT "C"**

**STATEMENT OF ANTICIPATED DISABLED  
VETERAN BUSINESS ENTERPRISE PARTICIPATION**

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

CULVER CITY UNIFIED SCHOOL DISTRICT

Project: \_\_\_\_\_

- ☐ Our firm anticipates using Disabled Veteran Business Enterprise (DVBE) participation on this project to the maximum degree possible and will, following execution of an agreement, make a Good Faith Effort to invite and encourage DVBE participation.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

i) OR

- ☐ Our firm anticipates using Disabled Veteran Business Enterprise (DVBE-supplied services/materials amounting to \$\_\_\_\_\_ or \_\_\_\_\_% on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/individuals we anticipate using.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract in compliance with the District's Policy.

Company:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

**CERTIFICATION – PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess the Contractor's success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual DVBE participation at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**EXHIBIT "D"**  
**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Culver City Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ Project (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Culver City Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, 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 Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 *et seq.*

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

IMPORTANT:                    THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA                    )

) ss.

COUNTY OF                                    )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**EXHIBIT "E"**  
**CONTRACT PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Culver City Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ Project (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Culver City Unified School District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as

hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).



IMPORTANT:                    THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA                    )

) ss.

COUNTY OF                                    )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary

Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE:                    A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

## EXHIBIT "F"

### CONTRACTOR FINGERPRINTING REQUIREMENTS

#### CONTRACTOR CERTIFICATION

With respect to the Contract dated \_\_\_\_\_ 20\_\_ by and between the Culver City Unified School District ("District") and \_\_\_\_\_ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative \_\_\_\_\_

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

#### CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Culver City Unified School District ("District") as determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated \_\_\_\_\_ 20\_\_ by and between the District and Contractor ("Contract") because:

☐ The Contractor's employees will have limited contact with District students during the course of the Contract;

☐ Emergency or exceptional circumstances exist; or

☐ With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School District Official: \_\_\_\_\_

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

**EXHIBIT "F" (CONT.)**

**SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**SUBCONTRACTOR'S CERTIFICATION**

The Culver City Unified School District ("District" entered into a contract for services with \_\_\_\_\_ ("Contractor" on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract". This certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor". Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: \_\_\_\_\_

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

**SUBCONTRACTOR'S EXEMPTION**

The Culver City Unified School District ("District" entered into a contract for services with \_\_\_\_\_ ("Contractor" on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract". Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

☐ The Subcontractor's employees will have limited contact with District students during the course of the Contract;

☐ Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_

School District Official: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "G"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self insure, either as an individual employee or as one employer in a group of employers, 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 Construction Services Agreement.

Contractor \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

## EXHIBIT "H"

### DRUG-FREE WORKPLACE CERTIFICATION

THIS DRUG-FREE WORKPLACE CERTIFICATION FORM IS REQUIRED FROM ALL SUCCESSFUL BIDDERS PURSUANT TO THE REQUIREMENTS MANDATED BY GOVERNMENT CODE SECTION 8350 ET SEQ., THE DRUG-FREE WORKPLACE ACT OF 1990. THE DRUG-FREE WORKPLACE ACT OF 1990 REQUIRES THAT EVERY PERSON OR ORGANIZATION AWARDED A CONTRACT OR GRANT FOR THE PROCUREMENT OF ANY PROPERTY OR 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.

In accordance with Board Policy and Administrative Regulation, the Culver City Unified School District is a **DRUG-AND-ALCOHOLIC-BEVERAGES-FREE DISTRICT**. Intoxicating beverages and narcotics will not be allowed on District Property. Also, it is established Board Policy that the Culver City Unified School District is a **TOBACCO-FREE DISTRICT**. Tobacco product usage is prohibited anywhere on District property.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant is given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above as well as the prohibition of tobacco product usage on District property and will publish a statement notifying employees concerning (a) the prohibition of tobacco products, intoxicating beverages and controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, (b) violated this certification by failing to carry out the requirements of Section 8355, or (c) failed to enforce the District's prohibition of tobacco product usage on District property, 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.

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

SIGNATURE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

END OF DRUG-FREE WORKPLACE CERTIFICATION

**EXHIBIT "I"**

**ASBESTOS FREE MATERIALS CERTIFICATION**

We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the

Modernization which we have installed in the

**CULVER CITY USD SUMMER 2013 PROJECT**

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

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

Name of Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

## EXHIBIT "J"

### CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Culver City Unified School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 *et seq.*, the Culver City Unified School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
  - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
  - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 *et seq.* with respect to all finger printing requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

7/1/13

14.4a

**BOARD REPORT**

14.4a

**Approval is Recommended for the 2012/2013 Agreement Between the Culver City Unified School District (CCUSD) and the Association of Classified Employees (ACE)**

**Background Information**

A Tentative Agreement between the Board of Education and the Association of Classified Employees signed on June 4, 2013. A ratification vote of unit members was held on June 24, 2013. The vote was 210 favor; 3 opposed. It is now appropriate for the Governing Board of the Culver City Unified School District to approve this agreement.

**RECOMMENDED MOTION:**

It is recommended that the Board of Education approve the 2012/2013 Agreement Between the Culver City Unified School District and the Association of Classified Employees as presented.

Moved by:

Seconded by:

Vote:



**Culver City Unified School District  
And  
Association of Classified Employees  
June 4, 2013**

The Culver City Unified School District ( District ) and the Association of Classified Employees- Culver City ( ACE) have completed negotiations for the 2012-2013 school year and agree to maintain the provisions of the current classified collective bargaining agreement, except as indicated below:

**Article 8 Hours**

**Section A- Work Year**

1. 12 month employees. Full calendar year.
2. 11 month employees are employed for ( 11) calendar months. The one month period not on duty will normally be July or August, but may be designated at other times. In cases where the off-duty month is not a calendar month, it shall be a period of twenty- two ( 22) consecutive week days.
3. 10 ½ month employees are employed for 10.5 calendar months (approximately 227 days). The period not on duty will normally be 33 consecutive week days.
4. 10 month employees are employed for 10 calendar months (approximately 216 days). The period not on duty will normally be 44 consecutive week days.
5. School – year employees:
  - a. Instructional Aides are scheduled to work on all days of the regular school year, plus any additional days that teachers are on duty.
  - b. Food Service employees are schedule to work on all days of the regular school year.
  - c. Other school –year employees (including noon duty supervisor bargaining unit members) will be assigned one of the above work years.
6. Work years other than those listed above may be designated by the District. Any change by the District in employees' designated work year shall be subject to the appropriate section of the Agreement and/or other appropriate Education Code Sections.

Effective July 1, 2013, all 10 month Clerk Typist IIs, who are responsible for enrollment at any district site, will become 10½ month employees and will be reclassified to Clerk Typist IIIs. Following the implementation of this reclass, the classification of Clerk Typist III will be re-titled Senior Office Assistant.

Seniority within this class will still apply from the original date of hire.

**Add:**

**Article 16      Vacations**

**Section B 2 a**

Vacation days in excess of those needed for use during winter and spring break may be taken during the school year under the following provisions:

- Five days notice shall be given to the employee's immediate supervisor.
- Exceptions to the five day notice can be made by the immediate supervisor.
- The immediate supervisor's decision regarding the exception cannot be made in an arbitrary or capricious manner.
- Substitutes may be utilized for bargaining unit members on vacation.

**Add:**

**Article 31 Health and Welfare**

**Section A – Benefits**

The employee will participate in a group disability insurance plan at the employee's expense. Payments of the premiums will be made through payroll deduction. The employer will not contribute toward premium costs.

**Change:**

**Appendix C Professional Growth**

**Section F – Award**

Each full time employee who qualifies will receive **\$750** per year, paid in monthly installments based upon the employee's work year.

**Section C- Qualifications for Professional Growth**

5. Except for the initial professional growth period, new professional growth periods may not commence until successful completion of the prior period. The total number of increment awards shall not exceed a total of **five( 5)**.

#4 The professional growth increment will be granted after the employee has accrued eighteen (18) verified points ~~and has completed at least two years of continuous services~~ after the filing date of the intent form.

#7 Any points earned beyond the 18 necessary in any growth period may be carried over into the next period.

#8 Only one ( 1) professional growth increment will be granted within any one ( 1) year period.

  
For the District

  
For ACE

6/4/13  
Date

6/4/13  
Date

Culver City Unified School District  
And  
The Association of Classified Employees

MEMORANDUM OF AGREEMENT

June 19, 2013

The Association of Classified Employees (ACE) and Culver City Unified School District (District) enter into this Memorandum of Agreement regarding the following:

The District provided dental coverage shall be provided by Delta Dental.

  
For ACE

  
For the District

6/19/13  
Date

6/19/13  
Date

7/1/13

14.4b

**BOARD REPORT**

**14.4b Approval is Recommended for Revised Certificated Administrator Salary Schedule**

It is recommended practice that the Board of Education approves new and revised salary schedule. It is recommended that the Board approve the Revised Certificated Administrator Salary Schedule to include the Director of Special Education increase from Range 004 to Range 005.

RECOMMENDED MOTION:      That the Board approves the attached Revised  
Certificated Administrator Salary Schedule as  
presented.

Moved by:

Seconded by:

Vote:

**CULVER CITY UNIFIED SCHOOL DISTRICT  
CERTIFICATED ADMINISTRATOR SALARY SCHEDULE  
Effective July 1, 2013**

POSITION	RANGE	WORK DAYS PER YEAR	PAY PERIODS PER YEAR	ANNUAL SALARY					PER DIEM SALARY				
				1	2	3	4	5	1	2	3	4	5
Director of Child Development	014	225	12	88,250.40	91,787.76	95,447.52	99,254.16	103,195.44	392.23	407.95	424.22	441.13	458.65
Assistant Director of Child Development	013	225	12	67,870.80	70,588.08	73,403.28	76,340.88	79,388.64	301.65	313.73	326.24	339.30	352.84
Middle School Assistant Principal	002	210	12	81,973.32	85,260.78	88,671.66	92,194.74	95,897.34	390.35	406.01	422.25	439.03	456.66
H.S. Asst. Principal - Discipline	003	215	12	88,727.76	92,273.28	95,975.88	99,813.12	103,796.22	412.69	429.18	446.40	464.25	482.78
H.S. Asst. Principal - Curriculum/Guidance	003	215	12	92,877.12	96,573.60	100,453.68	104,443.92	108,630.00	412.79	429.22	446.47	464.20	482.80
Director of Special Education	005	225	12	88,222.86	91,757.16	95,426.10	99,240.90	103,201.56	416.15	432.82	450.13	468.12	486.80
Elementary School Principal	007	212	12	93,978.72	97,736.40	101,653.20	105,729.12	109,951.92	427.18	444.26	462.06	480.59	499.79
Middle School Principal	008	220	12	94,113.36	97,858.80	101,787.84	105,851.52	110,098.80	418.29	434.93	452.40	470.46	489.33
Coordinator of Categorical Programs	009	225	12	101,445.12	105,484.32	109,719.36	114,101.28	118,666.80	450.87	468.82	487.65	507.12	527.41
Director - Pupil Personnel	005	225	12	102,571.20	106,671.60	110,943.36	115,374.24	119,988.72	455.88	474.10	493.09	512.78	533.29
Adult School/Continuation School Principal	010	225	12	110,808.72	115,215.12	119,841.84	124,652.16	129,633.84	492.49	512.07	532.64	554.01	576.16
High School Principal	010	225	12										
Asst. Superintendent - Human Resources	011	225	12										
Asst. Superintendent - Educational Services	011	225	12										