

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

BOARD OF EDUCATION

CSBA Professional Governance Standards

Adopted by the Santa Maria Joint Union High School District April 11, 2001

THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

To operate effectively, the board must have a unity of purpose and:

- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take collective responsibility for the board’s performance.
- Periodically evaluate its own effectiveness.
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.

THE INDIVIDUAL TRUSTEE

In California’s public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

To be effective, an individual trustee:

- Keeps learning and achievement for *all* students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.



Board of Trustee Action Plans
Santa Maria Joint Union High School District

- **Maximize Student Success**
- **Develop and Maintain a Districtwide Accountability System**
- **Enhance Student Support Services: Facilities, Technology, Safe, Clean, Nurturing Environment; Expand Food Services**
- **Foster Partnerships**
- **Manage Rapid District Growth**

RESPONSIBILITIES OF THE BOARD

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

Effective boards:

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

**Regular Meeting
April 10, 2018**

**Santa Maria Joint Union High School District
2560 Skyway Drive, Santa Maria, California 93455**

5:30 p.m. Closed Session/6:30 p.m. General Session

*The Santa Maria Joint Union High School District mission is,
“We prepare all learners to become productive citizens and college/career ready by
providing challenging learning experiences and establishing high expectations for achievement.”*

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.

Individuals who require special accommodation including, but not limited to, American Sign Language Interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable amount of time before the meeting date.

I. OPEN SESSION

A. Call to Order

II. ADJOURN TO CLOSED SESSION

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- A. Certificated and Classified Personnel Actions** – Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. **Appendix A**
- B. Conference with Labor Negotiators** - The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).
- C. Student Matters** – Education Code Sections 35146 & 48919. The Board will review proposed expulsions/suspended expulsion(s) and/or requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.

III. RECONVENE IN OPEN SESSION

A. Call to Order/Flag Salute

IV. ANNOUNCE CLOSED SESSION ACTIONS – Dr. Richardson

V. REPORTS

A. Student Reports

B. Superintendent’s Report

- **Classified Employee of the Year Recognition**

C. Board Member Reports

VI. PRESENTATIONS

A. Technology Report

VII. ITEMS SCHEDULED FOR ACTION

A. GENERAL

- 1. The Board is asked to approve Resolution Number 15-2017-2018 Intent to Initiate Transition From At-Large to By-Trustee Area Elections for the 2022 Governing Board Election**

Resource Person: Mark Richardson, Superintendent

Board members are currently elected in “at-large” elections, where each member is elected by voters throughout the District. The California Voting Rights Act (“CVRA”) prohibits the use of “at-large” elections in certain circumstances. “By-trustee area” elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA. Thus, in light of the CVRA, many school district and local agencies have transitioned from at-large to by-trustee area elections to avoid the cost associated with CVRA litigation.

In view of the recent decision by the City of Santa Maria, along with other local municipalities and districts, to transition to by-trustee area elections, there are sound reasons for taking this action voluntarily, without a claim or threat of litigation being asserted. The data from the federal 2020 census will permit trustee

areas to be drawn with the most up-to-date demographic data for implementation in the 2022 election.

*** **IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 15-2017-2018.

Moved _____ **Second** _____

A roll call vote is required:

Ms. Perez	_____
Mr. Palera	_____
Ms. Lopez	_____
Dr. Garvin	_____
Dr. Karamitsos	_____

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT OF
INTENT TO INITIATE TRANSITION
FROM AT-LARGE TO BY-TRUSTEE AREA ELECTIONS**

RESOLUTION NO. 15-2017-2018

WHEREAS, the Santa Maria Joint Union High School District (“District”) is governed by a five member Board of Trustees (“Board”); and

WHEREAS, members of the Board are elected “at large,” meaning that each member of the Board is elected by the registered voters of the entire District (Ed. Code, § 5030(a)); and

WHEREAS, the at-large election system has worked well for the District for many years and the District has received no demands that its method of election be changed; and

WHEREAS, it is the considered view of the Board that beginning with the 2022 board elections and with the benefit of the 2020 census data, the public interest may also be well-served by an election of its board members through “by-trustee areas” elections, i.e., elections in which “one or more members residing in each trustee area [is] elected by the registered voters of that particular trustee area” (Ed. Code, § 5030(b)); and

WHEREAS, “at-large” electoral systems like the one currently used by the District, have been subjected to challenges throughout the State under the California Voting Rights Act (CVRA), Elections Code sections 14025-14032; and

WHEREAS, the District does not wish to encounter costly litigation; and

WHEREAS, data from the federal 2020 Census will permit trustee areas to be drawn and implemented using the most up-to-date demographic data available; and

WHEREAS, although Education Code section 5020 requires that a County Committee’s resolution approving a change in the method of electing board members be submitted to the electorate for its approval at the District’s next regular election, the Board of Education intends to seek a waiver of the voter approval requirement as permitted by law; and

WHEREAS, Education Code sections 33050-33053 authorize the State Board of Education to waive this voter approval requirement, which could reduce the costs associated with this proposed change in the manner of electing board members.

NOW, THEREFORE, BE IT RESOLVED, as follows:

A. The Board intends to take all needed and appropriate steps, including through the engagement and participation of District residents, to move from an at-large system of electing members of the Board to a by-trustee area system beginning in 2022, following the 2020 Decennial Census.

B. The Board hereby determines that the trustee area boundary lines shall be developed to provide for elections by-trustee areas for its elections in 2022.

C. Before submitting a specific proposal for a trustee area plan using the 2020 census data, public hearings shall be scheduled to obtain public input on such proposals.

D. The Board intends to apply to the Santa Barbara County Committee for establishment of trustee areas pursuant to Education Code section 5019(a) in a timely manner to have the 2022 elections for the Board conducted within the new trustee areas.

PASSED AND ADOPTED by the Santa Maria Joint Unified High School District Board of Education, County of Santa Barbara, State of California, this 10th day of April, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk/President/Secretary of the Board of Education
Santa Maria Joint Union High School District

2. Approval of MOU for Classified Bargaining Unit regarding a change to a bargaining unit job description – *Appendix C*

Resource Person: Joni McDonald, Human Resources Manager

The District and the California School Employees Association (CSEA) have reached settlement agreement regarding a change to a bargaining unit job description.

The Memorandum of Understanding (MOU) tentatively agreed to on March 22, 2018 will take effect upon approval by both parties. **(See *Appendix C*)**

*** **IT IS RECOMMENDED THAT** the Board of Education approve the Agreement with the Classified Bargaining Unit as presented.

Moved _____ **Second** _____ **Vote** _____

3. Approval of MOU for Classified Bargaining Unit regarding reimbursement for appropriate work wear for Health Office employees – *Appendix D*

Resource Person: Joni McDonald, Human Resources Manager

The District and the California School Employees Association (CSEA) have reached settlement agreement regarding reimbursement for appropriate work wear for Health Office employees.

The Memorandum of Understanding (MOU) tentatively agreed to on March 22, 2018 will take effect upon approval by both parties. **(See *Appendix D*)**

*** **IT IS RECOMMENDED THAT** the Board of Education approve the Agreement with the Classified Bargaining Unit as presented.

Moved _____ **Second** _____ **Vote** _____

B. BUSINESS

1. Consider adopting the 7th Status Report on the Reconfiguration and Facilities Program dated April 2017

Resource Person: Yolanda Ortiz, Asst. Superintendent Business Services

In August 2014, the Board adopted a Reconfiguration and Facilities Program (“Program”) prepared by Caldwell Flores Winters, Inc. (CFW) that assessed the facilities needs at the District’s four high school sites and presented an improvement and financing program to accommodate these needs.

As part of the Agreement with the District, CFW prepares semi-annual program updates to the Board that review implementation activities. The seventh program update has been completed.

The District submits this 7th Status Report on the Reconfiguration and Facilities Program to the Board of Education and recommends its adoption.

*** **IT IS RECOMMENDED THAT** the Board of Education approve the 7th Status Report as presented.

Moved _____ **Second** _____ **Vote** _____

2. Inflationary Increase of Developer Fees – Level I – Resolution Number 13-2017-2018 – Appendix F

Resource Person: Yolanda Ortiz, Asst. Superintendent Business Services

Legislation (AB 2926 Sterling, passed in October 1986) authorized public school districts to levy fees to assist in mitigating impactation of facilities due to the growth in student populations from new construction and expansion of residential properties within district boundaries. The State Allocation Board approved an inflationary increase to the fees at their January 24, 2018 Board meeting.

TYPE OF DEVELOPMENT	SAB APPROVED RATES	PREVIOUS SAB RATES	CHANGE	PRIOR DISTRICT SPLIT	NEW DISTRICT SPLIT
Residential	\$3.79	\$3.48	\$.31	\$1.07	\$1.17
Commercial/Industrial	\$.61	\$.56	\$.05	\$.17	\$.19

Resolution No. 13-2017-2018 presented as Appendix F authorizes the district to adjust the developer fees for residential, commercial and industrial properties pursuant to Government Code Section 65995. Exhibit A of the resolution is the district’s Developer Fee Justification Study, dated March 2018. Exhibit B of the resolution is a sample of the fee split agreement that the district has with four of our feeder elementary districts – Blochman, Guadalupe, Orcutt and Santa Maria-Bonita and the fee split schedule.

A public hearing is required.

1. Open public hearing.
2. Take public comments.
3. Close public hearing.

*** **IT IS RECOMMENDED THAT** the Board of Education approve Resolution Number 13-2017-2018 increasing the School Developer Fees – Level I, per State Allocation Board approved rates, effective June 11, 2018.

Moved _____ **Second** _____

A roll call vote is required:

Ms. Perez _____
Mr. Palera _____
Ms. Lopez _____
Dr. Garvin _____
Dr. Karamitsos _____

3. Approval of Resolution Supporting Award of Lease-Leaseback Agreements to Vernon Edwards Constructors, Inc. for the CTE Center/Ag Farm Facilities Construction Project – Resolution Number 14-2017-2018 – Appendix G

Resource Person: Yolanda Ortiz, Asst. Superintendent Business Services

The CTE Center/Ag Farm Facilities Construction Project (hereafter, the “Project”) includes pre-construction and construction of the new facilities.

On January 12, 2018, a Request for Qualifications and Proposals (RFQ/P) to provide preconstruction and construction lease-leaseback services was issued for the Project and properly advertised pursuant to Education Code section 17406. The District received proposals from two firms, both meeting prequalification and submittal requirements.

A District Selection Committee reviewed the proposals and interviewed the two firms. Subsequently, District staff evaluated the firms based on the District's adopted criteria and rating system to determine the firm providing the best value to the District pursuant to the District's Board Policy, and the RFQ/P. The District Selection Committee recommends Vernon Edwards Constructors, Inc. as the highest ranked respondent according to the adopted best value methodology.

The District seeks the approval of the Board of the attached Resolution No. 14-2017-2018 and authorization of District administration to enter into agreements with Vernon Edwards Constructors, Inc. for lease-leaseback preconstruction and construction services for the Project.

***** IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 14-2017-2018, award supporting the Lease-Leaseback Agreements to Vernon Edwards Constructors, Inc. for the CTE Center/Ag Farm Facilities Construction Project and authorizes District administration to enter into agreements with Vernon Edwards Constructors, Inc. for lease-leaseback preconstruction and construction services.

Moved _____ **Second** _____

A roll call vote is required:

Ms. Perez _____
Mr. Palera _____
Ms. Lopez _____
Dr. Garvin _____
Dr. Karamitsos _____

VIII. CONSENT ITEMS

***** IT IS RECOMMENDED THAT** the Board of Education approve the following consent items as presented.

All items listed are considered to be routine and may be enacted by approval of a single roll call vote. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request of any member of the board and acted upon separately.

Moved _____ **Second** _____

A roll call vote is required:

Ms. Perez	_____
Mr. Palera	_____
Ms. Lopez	_____
Dr. Garvin	_____
Dr. Karamitsos	_____

A. Approval of Minutes

Regular Board Meeting – March 13, 2018

B. Approval of Warrants for the Month of March 2018

Payroll	\$7,050,413.45
Warrants	<u>4,883,357.14</u>
Total	\$11,933,770.59

C. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the 2017-2018 seventh monthly attendance report presented on the last page of this agenda.

D. Facility Report – **Appendix B**

E. Student Matters – Education Code Sections 35146 & 48918

Administrative Recommendation to order expulsion: 345638, 346919, 349150

F. Revised Single Plan for Student Achievement for SMHS

Santa Maria High School is presenting their Single School Plan for approval as goals, strategies, and budget amounts have been updated to reflect requested changes per the Federal Program Monitoring review.

G. Student Accountability Report Card (SARC)

The following school sites have submitted their Student Accountability Report Card for Board approval: Delta High School, Righetti High School, Pioneer Valley High School and Santa Maria High School.

Every school in California is required by state law to publish a School Accountability Report Card (SARC) by February 1st. The SARC contains information

about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC. Parents have been notified these reports are available to view in the school's individual websites, district website, or that a hard copy is available upon request.

H. School Calendars for 2018/2019 & 2019/2020 - **Appendix E**

Proposals of the 2018/2019 and 2019/2020 school calendars were given to the two employee associations for their consideration. The recommendation for the 2018/2019 and 2019/2020 school calendars are presented in **Appendix E**.

I. MOU: Designated Subjects Adult and Career Technical Education Credentials Program

The purpose of the memorandum of understanding between the Santa Maria Joint Union High School District ("Contractor") and the San Diego County Superintendent of Schools ("County") is to establish a formal working relationship between parties of this MOU and set forth operative conditions that will govern this partnership. The County agrees to act as Local Educational Agency (LEA) in accordance with San Diego County Local Educational Agency agreement with the California Commission on Teacher Credentialing and provide credential services for the review of applications for the Career Technical Education Designated Subjects Credentials. The Contractor agrees to provide staff available to assist and support candidates in the processing of credential application materials. The MOU shall be effective from July 1, 2018 until June 30, 2023.

J. Authorization to Utilize NASPOVP California for District-wide Purchases of Lenovo Computer and Technology Equipment and Services for the length of the Contract through March 31, 2020

Section 10299 of the Public Contract Code provides an alternative for obtaining supplies, furniture, and equipment, whereby notwithstanding Section 20111 and 20112 of the Public Contract Code, "school districts may, without competitive bidding, utilize contracts, master agreements, multiple award schedules...established by the department [DGS] for the acquisition of information technology, goods, and services." Section 10299 further authorizes state and local agencies to "contract with suppliers awarded the contracts without further competitive bidding." The district administration recommends that district-wide purchases of Lenovo computer and technology equipment and services be made utilizing the provisions of the Public Contract Code that allow purchasing from a NASPOVP-

California – National Association of State Procurement Officials Value Point Agreement, through March 31, 2020.

K. Out of State Travel

PERSON/REASON	PLACE/DATE	FUNDING
Leslie Martinez RTI at Work Institute	Bellevue, WA August 6-8, 2018	LCAP

L. The following contracts are being submitted for Board approval:

- Speaker Contract – Sonia Nazario
Service: Sonia Nazario will be the keynote speaker at the April 25th English Learner Reclassification Ceremony. She will also be holding a Q & A with students along with a book signing for her book, “Enrique’s Journey.”
Funding source: Title III
Amount: \$8,389.49
- Association of Mexican American Educators (AMAE)
Service: Professional Development - Praxis Ethnic Gender Studies Consulting Service
Funding source: LCAP 2.4
Amount: \$13,450.00

M. Purchase Orders

PO #	Vendor	Amount	Description/Funding
PO18-01274	Santa Barbara County SELPA	\$163,833.86	Nonpublic school placement costs /Special Education
PO18-01252	Lenovo (United States) Inc.	\$146,313.86	Tablets & carts for SMHS classrooms /Title I
PO19-00001	Lenovo (United States) Inc.	\$1,176,200.00	Think Pad Tablets/LCAP LCFF Equipment Instruction

N. Acceptance of Gifts

Pioneer Valley High School		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
PG & E	Watkins/Guerra	\$120.00
Total Pioneer Valley High School		<u>\$120.00</u>

District		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
SM Elks Lodge	Migrant Program	\$107.00
Total District		<u>\$107.00</u>
Santa Maria High School		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
La Tapatia Bakery	Girls Wrestling	\$200.00
Mike Draper Memorial Fund	FFA – Sheep	\$1430.00
Santa Barbara County Cattlewomen	FFA – Beef	\$300.00
CA Assoc. Educational Professionals	Choir	\$150.00
Santa Maria FFA Boosters	FFA	<u>\$15,000.00</u>
Total Santa Maria High School		<u>\$17,080.00</u>

IX. REPORTS FROM EMPLOYEE ORGANIZATIONS

X. OPEN SESSION PUBLIC COMMENTS

The public may address the Board on any matter (except personnel) concerning the District and not on the agenda. Note: The time limit to address the Board may not exceed two minutes. The Board is not required to respond to the Public Comment. The public may also address the Board on each item on the Agenda as the Board takes up those items. Persons wishing to speak should complete a blue request form and hand it to the Board secretary.

XI. ITEMS NOT ON THE AGENDA

Note: The law generally prohibits the Board from discussing items not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to include on the posted agenda.

XII. NEXT MEETING DATE

Unless otherwise announced, the next regular meeting of the Board of Education will be held May 15, 2018. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center.

XIII. FUTURE REGULAR BOARD MEETINGS FOR 2018

June 12, 2018	August 7, 2018	October 9, 2018
June 19, 2018	September 11, 2018	November 13, 2018
July 10, 2018		December 11, 2018

XIV. ADJOURN

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
MONTHLY REPORT OF ATTENDANCE
SEVENTH MONTH OF 2017-18

January 29, 2018 through February 23, 2018

	Seventh Month 2016-17			Seventh Month 2017-18			Accumulated ADA			
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year	
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA
ERNEST RIGHETTI HIGH										
Regular	1980	1879.56	94.6%	1991	1897.67	95.0%		1939.53		1954.01
Special Education	78	72.78	91.9%	82	78.06	93.3%		73.78		80.33
Independent Study	27	19.78	76.4%	36	26.22	75.8%		12.09		18.64
Independent Study 12+	0	0.00	0.0%	0	0.00	---		0.00		0.27
Independent Study Spec Ed	0	0.00	0.0%	---	---	---		0.14		1.63
CTE Program	7	4.28	71.3%	7	5.94	84.9%		4.83		5.19
Home and Hospital-Reg Ed	3	2.44	81.5%	3	1.94	92.1%		2.16		1.06
Home and Hospital-Spec Ed	2	0.61	44.0%	0	0.00	0.0%		2.09		0.38
TOTAL RIGHETTI	2097	1979.45	94.5%	2119	2009.83	94.9%		2034.62		2061.50
SANTA MARIA HIGH										
Regular	2331	2196.83	94.4%	2373	2281.11	95.7%		2280.01		2303.74
Special Education	92	85.56	92.7%	85	77.67	91.1%		89.39		79.24
Independent Study	24	22.00	88.2%	17	12.61	83.2%		18.47		11.71
Independent Study 12+	0	0.00	0.0%	0	0.00	---		0.00		0.00
Independent Study Spec Ed	0	0.00	0.0%	1	0.72	72.2%		0.00		0.83
CTE Program	7	5.94	84.9%	8	5.89	73.6%		6.34		6.43
Home and Hospital-Reg Ed	8	7.17	85.4%	12	8.11	76.0%		5.82		5.88
Home and Hospital-Spec Ed	3	0.70	100.0%	0	0.00	---		1.39		0.00
TOTAL SANTA MARIA	2465	2318.2	94.3%	2496	2386.11	95.5%		2401.42		2407.83
PIONEER VALLEY HIGH										
Regular	2535	2421.83	95.2%	2501	2423.89	96.5%		2483.67		2444.18
Special Education	99	92.17	92.3%	103	97.61	94.5%		96.53		99.59
Independent Study	22	12.28	71.3%	22	11.61	63.9%		6.02		10.42
Independent Study Spec Ed	3	2.06	68.5%	2	1.89	65.4%		1.86		1.66
Home and Hospital-Reg Ed	10	7.83	81.0%	8	6.50	68.8%		7.35		6.45
Home and Hospital-Spec Ed	1	0.70	90.0%	2	0.72	36.1%		1.73		1.41
TOTAL PIONEER VALLEY	2670	2536.87	95.1%	2638	2542.22	96.4%		2597.16		2563.71
DAY TREATMENT @ LINCOLN STREET	5	3.44	68.9%	9	7.44	82.7%		4.49		5.94
DISTRICT SPECIAL ED TRANSITION	25	23.33	93.3%	22	22.00	100.0%		26.31		22.26
DISTRICT SPECIAL ED TRANS/VOC MM	11	11.00	100.0%	21	21.00	100.0%		13.81		21.44
ALTERNATIVE EDUCATION										
Delta Continuation	313	240.35	76.4%	320	240.83	74.4%		251.03		257.57
Delta 12+	1	0.41	0.0%	0	0.00	---		0.06		0.40
Delta Independent Study	20	16.90	92.5%	28	24.37	94.5%		6.75		11.99
Delta Independent Study 12+	3	3.48	84.6%	1	0.00	0.0%		9.94		4.71
Delta Independent Study Spec Ed	0	0.00	0.0%	1	0.98	98.5%		0.00		0.41
Home & Hospital Reg Ed	2	1.38	68.8%	3	2.24	74.7%		0.72		1.82
Reach Program--ERHS	---	---	---	5	2.17	43.3%		---		---
Reach Program--DHS	0	0.00	---	0	0.00	---		0.00		0.00
Reach Program--SMHS	11	8.00	76.6%	5	2.78	60.2%		4.39		3.77
Reach Program--PVHS	14	9.67	78.7%	8	5.11	61.3%		8.59		6.16
Home School @ Library Program	39	35.00	92.1%	40	28.17	69.8%		27.80		30.15
Delta HS I.S. Program P	22	20.45	91.8%	23	19.84	86.1%		17.49		18.08
TOTAL ALTERNATIVE EDUCATION	425	335.64	79.0%	434	326.49	75.2%		326.77		335.06
TOTAL HIGH SCHOOL DISTRICT	7698	7207.93	93.6%	7739	7315.10	94.5%	93.7%	7404.58	93.9%	7417.74

CLASSIFIED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Retire	Guidance Technician	SMHS	6/13/18	22/E	8
	Early Notification Bonus			4/30/18	\$500	
	Resign	Instructional Assistant-Spec Ed II	PVHS	3/28/18	15/A	6
	Employ	Instructional Assistant-Spec Ed II	PVHS	4/9/18	15/A	6
	Employ	Instructional Assistant-Spec Ed II	PVHS	4/9/18	15/A	6
	Promote	Maintenance Worker II	PVHS	3/26/18	25/D	8
	Employ	Food Service Worker I	RHS	4/9/18	9/A	3
	Promote	Administrative Assistant II - SSC	DO	4/24/18	24/B	8
	Promote	Instructional Assistant-Spec Ed I	PVHS	3/19/18	13/A	5.5
	Transfer	Custodian	RHS to DO	4/16/18	15/D	4
	Promote	Grounds Maintenance I	DO	4/16/18	16/E	4
	Employ	Bus Driver	DO	3/23/18	18/A	4
	Employ	Instructional Assistant-Spec Ed II	RHS	4/9/18	15/A	6
	Employ	Instructional Assistant-Spec Ed I	PVHS	4/9/18	13/A	5.5
	Resign	Instructional Assistant-Spec Ed I	PVHS	4/13/18	13/D	5.5
CERTIFICATED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Salary	FTE
	Retire	English	RHS	6/7/18	21/V	1.0
	Early Notification Bonus			4/30/18	\$500.00	
	Perm Change/Prob 2	Int'l Languages	RHS	2018-19	7/V	1.0
	Perm Change/Prob 2	English	RHS	2018-19	2/IV	1.0
	Perm Change/Prob 2	English	RHS	2018-19	7/I	1.0
	Perm Change/Perm	Counselor	PVHS	2018-19	3/V +5	1.0
	Perm Change/Perm	Int'l Languages	SMHS	2018-19	5/III	1.0
	Perm Change/Perm	Physical Ed	RHS	2018-19	4/III	1.0
	Perm Change/Prob 2	Psychologist	PVHS	2018-19	12/V +10, 10%	1.0
	Perm Change/Prob 2	Special Ed	SMHS	2018-19	7/V	1.0
	Perm Change/Perm	Counselor	RHS	2018-19	3/V +5	1.0
	Perm Change/Prob 2	Agriculture	RHS	2018-19	2/III	1.0
	Perm Change/Prob 2	Science	SMHS	2018-19	3/IV	1.0
	Perm Change/Perm	Counselor	PVHS	2018-19	3/IV +5	1.0
	Perm Change/Prob 2	Social Science	RHS	2018-19	7/V	1.0
	Perm Change/Perm	Mathematics	PVHS	2018-19	8/V	1.0

CERTIFICATED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Salary	FTE	
	LOA	Agriculture	SMHS	2018-19	19/V	0.2	
	Perm Change/Prob 2	English	RHS	2018-19	7/V	1.0	
	Perm Change/Perm	Counselor	PVHS	2018-19	6/IV +5	1.0	
	Perm Change/Perm	Special Ed	RHS	2018-19	4/IV	1.0	
	Resign	Visual Performing Arts	SMHS	6/7/18	13/V	1.0	
	Perm Change/Prob 2	Agriculture	RHS	2018-19	7/V	1.0	
	Perm Change/Perm	Visual & Performing Arts	RHS	2018-19	3/II	1.0	
	Perm Change/Perm	Int'l Languages	RHS	2018-19	4/IV	1.0	
	Perm Change/Prob 2	Counselor	SMHS	2018-19	5/IV +5	1.0	
	Perm Change/Prob 2	English	RHS	2018-19	7/V	1.0	
	Baby Bonding	Counselor	SMHS	4/23-5/4/2018	4/V +5	1.0	
	Perm Change/Prob 2	Tosa/Academic Support Specialist	LC	2018-19	7/IV	1.0	
	Perm Change/Prob 2	Special Ed	SMHS	2018-19	7/V	1.0	
	Perm Change/Perm	Home Economics	PVHS	2018-19	3/V	1.0	
	Perm Change/Perm	Physical Ed	RHS	2018-19	4/III	1.0	
	Perm Change/Prob 2	Mathematics	PVHS	2018-19	3, IV	1.0	
	Perm Change/Perm	Physical Ed	RHS	2018-19	5/IV	1.0	
	Perm Change/Perm	Mathematics	PVHS	2018-19	8/V	1.0	
	Perm Change/Prob 2	Mathematics	RHS	2018-19	7/V	1.0	
	Perm Change/Perm	Visual & Performing Arts	SMHS	2018-19	3/II	1.0	
	Perm Change/Prob 2	Science	RHS	2018-19	2/V	1.0	
	Perm Change/Prob 2	Science	SMHS	2018-19	3/III	1.0	
	Salary Advance	English	RHS	2018-19	4/IV	1.0	
	Perm Change/Perm	Counselor	RHS	2018-19	4/V +5	1.0	
	Perm Change/Perm	English	SMHS	2018-19	8/V	1.0	
	Perm Change/Prob 2	Mathematics	RHS	2018-19	7/V	1.0	
COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB/Booster	Employee Type
	Stipend	Head JV Boys Tennis	RHS	2017-2018	\$2,487.00		WALK-ON
	Stipend	Co Head Varsity Boys Swim	RHS	2017-2018		\$ 500.00	WALK-ON
	Stipend	Co Head Varsity Girls Swim	RHS	2017-2018		\$ 500.00	WALK-ON

**Santa Maria Joint Union High School District
April 10, 2018**

2018-19 Employment List								
Name	Status	FTE	Name	Status	FTE	Name	Status	FTE
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Prob 2	1
	Permanent	1		Prob 2	1		Prob 2	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Prob 2	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Prob 2	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1		Permanent	1		Permanent	1
	Permanent	1					Permanent	1

Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT

March 2018 Activities

1. Santa Maria High School Construction Projects

SMHS Reconstruction – Rachlin Partners

- The design team has conducted design progress meetings on a bi-weekly basis to revise the 50 classroom building drawings showing alternate exterior treatments. The team will meet in April to discuss the new construction design development (DD) drawings and the modernization schematic design (SD) drawings. The design drawings are anticipated to be submitted to the Division of State Architect in late October 2018. Contract negotiations are ongoing between the District and Vernon Edwards for preconstruction and construction lease leaseback (LLB) services. Formal Board selection of the LLB contractor is anticipated for June 2018. Meetings were held with the California Environmental Quality Act consultant, School Site Solutions. CFW met with staff from Santa Maria High to present requirements for submitting and applying for CTE funding related to the shop building and Ag Science facilities.

2. Ernest Righetti High School Construction Projects

ERHS New 38-Classroom Building – Rachlin Partners

- Construction activities for the new 38-classroom building are ongoing. Work conducted this period includes installation of intumescent fireproofing at the second floor, roofing, storefront windows on the first floor, interior rough HVAC, plumbing, and low voltage systems on the second floor. CFW met with site administration to review the placement of classes in the new building. Uses identified included Informational Technologies, Engineering pathways or Digital Design. In addition, six (6) general-purpose classrooms have been designated as English classrooms requiring Read 180 labs to be installed as a part of the educational program for English Language Development (ELD). These classes will require additional technology hardware infrastructure to support the curriculum.

[\(Photos\)](#)

ERHS Maintenance and Operations Building – Rachlin Partners

- Support Services staff continues updating the Architectural and Engineering services documents. The Architect is preparing updates to original proposals that will be incorporated into the agreement. Construction related to this project is expected after completion of the 38-classroom building and based on fund availability.

ERHS Phase 2 Improvements – Rachlin Partners

- CFW met with ERHS staff to present requirements for submitting and applying for CTE funding associated with equipment and facilities at the shop building room used for Ag Welding, Ag Construction, and Ag Science. CFW worked with the site to prepare a transition plan to ensure a successful move into the new 38-Classroom Building as well as interim housing facilities during modernization. A meeting is scheduled for April 18, 2018 with the Superintendent to review the transition plan. CFW has prepared an architect's package for the modernization component at ERHS. Upon District approval, the Request for Qualification-Proposal package will be released to the District's existing list of prequalified architectural firms.

3. Pioneer Valley High School Construction Projects

C2004 District Performing Arts Center – BCA Architects

- One remaining change order related to extended site costs is under final evaluation by the district's legal counsel. Retention funds have been released. The DSA Final Certification of Compliance was received March 7, 2018.

PVHS Pool Lighting and Column Repair – WLC Architects

- Lee Wilson Electric, Inc. was awarded the bid to provide project construction services at the March 13, 2018 board meeting. Contract documents are being completed with work estimated to occur April 6 through July 29, 2018.

PVHS Gym Floor Resurfacing – Support Services

- Pacific Flooring Company, Support Services, and the site have been working together to prepare floor design documents. Work is to be completed June 29 through August 3, 2018.

PVHS 12 Modular Fire Sprinkler and HVAC Revisions – Support Services

- Evaluation of fire sprinkler system and HVAC mounts to allow original project closeout are planned for April. Work is targeted for this summer.

4. New Facility

C2004 Career Technical Education (CTE) Center/Ag Farm – PMSM Architects

- A meeting was held to discuss educational programs to be placed in the four shop classes at the CTE site. A follow up meeting to review progress on obtaining equipment needs and further defining programs will be held on April 18. After consideration of Request for Qualification and Proposals (RFQ/P) submittals received for Lease Lease Back (LLB) services, follow-up interviews, and scoring summaries, the District selected Vernon Edwards Constructors (VEC) to be the LLB contractor for the project. Negotiation activities are underway with VEC towards the development of the Guaranteed Maximum Price (GMP), and activities

associated with acquiring professional services (e.g., IOR, lab testing services, etc.) are underway. Board action on the selection of the LLB contractor is anticipated for May 2018 with construction anticipated to commence in July 2018.

5. District Wide and Support Services Center

District Wide Project Closeout – Support Services

- Review of project closeout: Projects under current review and their status are as follows:
 - Evaluation by a consultant specializing in DSA legacy closeouts is underway to determine actions regarding outstanding SMHS and ERHS projects.

SSC New West Parking Area – Flowers and Associates

- Drawings remain under Final Plan Check at the City. Additional landscaping comments received from the City have been evaluated and responses returned the week of March 5, 2018. Bidding and construction schedules remain pending final City approval.

Proposition 39 District Wide Mechanical Upgrades – Pool Heaters – Ravatt-Albrecht Architects

- A Notice of Award has been issued to Vernon Edwards Constructors. A completed contract package has been received and is under review by Support Services. A Notice to Proceed is expected to be issued in early April 2018. Construction is estimated to commence in April 2018.

Proposition 39 HVAC Ducting Installation – Ravatt-Albrecht Architects

- A Notice of Award has been issued to Smith Electric Service. A completed contract package has been received and is under review by Support Services. A Notice to Proceed is expected to be issued in early April 2018. Construction is estimated to commence in April 2018.

District Wide Security Camera Installation (Phase 2) – Support Services

- A Notice of Award has been issued to Advanced Wireless. A completed contract package has been received and is under review by Support Services. A Notice to Proceed is expected to be issued in early April 2018. Construction is estimated to commence in April 2018.

Solar Photovoltaic – Support Services

- The installations were inspected for punch list items on March 6, 2018. Corrections of those items are underway. Commissioning of all sites except Support Services Center occurred March 6 - 9 2018. Disconnect modification work at the SSC occurred March 11, 2018 and March 25, 2018. Activation of all systems is dependent on PG&E scheduling final tests and installation of interconnection monitoring equipment. No further power outages are expected **(Photo)**

6. Summer Activities

District Wide Summer Projects Planning

- Director – Support Services and Director – Facilities & Operations met with principals and plant managers at the three comprehensive high schools to review plans and schedules for summer projects.

Gary Wuitschick
Director – Support Services

Maintenance & Operations

SMHS

- Completed routine maintenance sweeping and grooming at the football stadium.
- Performed weed abatement and debris cleanup in several areas of the campus.
- Performed preventive maintenance on grounds equipment: gators, small mowers, weed eaters, and leaf blowers.
- Completed irrigation water backflow device inspections and certification.
- Inspected and repaired sprinklers throughout the campus.
- Performed scheduled maintenance on the District Rain Bird Irrigation weather station.
- Executed gopher control exercises.
- Installed a table top ice machine in food lab classroom 215.
- Repaired exterior wall damage at classroom 315.
- Replaced deteriorated portable classroom ramp skirts to prevent debris from collecting under the ramps.
- Repaired stage trim molding in Ethel Pope Auditorium.
- Performed lighting repairs in classroom 124B, several classrooms in the Home Economics Building, the Math Building hallway, and the Lincoln Street Learning Center.
- Repaired the public-address system in classrooms 235 and 462.
- Repainted interior and exterior surfaces at the Agriculture Science Building, Math Building, and Industrial Arts.
- Repaired plumbing fixtures in classrooms 215, 500 portables women's restroom, 600 portables boys' restroom, and Building 830 at Lincoln Street Learning Center.
- Repaired a broken basketball latch in Wilson Gymnasium.
- Installed window blinds in classroom 220.
- Serviced the custodial automatic floor scrubbers in preparation for spring break projects.
- Repaired the HVAC in classrooms 108, 421, 526, and the Administration Building Boiler.
- Repaired the swimming pool ADA chair lift.
- Conducted monthly inspections of classroom, office, and public space fire extinguishers.
- Performed lamp replacement on lighting fixtures in classrooms 118, 360, 361, 500 restrooms, and the girls' PE office.
- Performed routine furniture movement/obsolete/repairs in classrooms 220, 234, 235, 643, and the small gymnasium.
- Performed scheduled cleaning of walls in the cafeteria multi-purpose room and the small gymnasium.
- Completed window blind repairs by replacing vertical slats in classrooms 521, 526, 611, 637, and 910.
- Coordinated test of concrete polishing equipment to be used for finishing floors in various locations throughout the District. **(Photo)**
- Setup and restored from school and civic center use events – Truancy meetings, AHC presentation, school picture make-ups, Por Vida presentation, PSAT results, ALICE student showing, Reyna Grande Author visit, Higher Education Week(HEW), 8th grade testing, LCAP meeting, DELAC, ELAC, Academic Awards Night, PIDA, POM, PIQE, Sadie Hawkins Dance, FFA meeting, SMHS boys basketball CIF game, Water Polo banquet, SMHS Boys Volleyball, SMHS Track, SMHS Swim, AHC night classes, SMHS Boys & Girls Track, SMHS Baseball, SMHS Softball, SMHS Boys Tennis, and club soccer.
- Preventive work order hours – 19
- Routine work order hours – 214
- Total work orders completed – 191
- Event setup hours – 186

REGULAR MEETING

April 10, 2018

PVHS

- Installed the temporary outfield fence for junior varsity softball.
- Prepared softball and baseball fields for games and practices.
- Replaced the sand in the Track and Field Long Jump pit. (Photo)
- Performed preventive maintenance on grounds equipment: gators, small mowers, weed eaters, and leaf blowers.
- Inspected and serviced all sprinklers throughout campus.
- Relocated the Booster concession trailer to the softball field. (Photo)
- Fertilized natural turf campus wide.
- Performed gopher operations at the varsity baseball field and the practice fields.
- Poured a concrete pad and separation wall for oxygen and acetylene tank storage at the Ag Welding classroom area. (Photos)
- Painted the exterior of the modular classrooms.
- Installed two computer connections for parent computers in the Administration Building.
- Modified pedestrian gates on the north end of the campus to provide intrusion security while maintaining required panic exit access.
- Repaired the swimming pool competition clock and horn.
- Installed a plasma cutter in the Industrial Arts welding shop. Connected power to the unit. Compressed air and water supply remain to be installed.
- Installed shelving in the Performing Arts Center custodian room.
- Installed tablet charging stations in 20 classrooms.
- Mounted a display shadowbox in the varsity softball dugout.
- Assembled and installed new bases for varsity softball.
- Repaired lighting in the Science Building hallway.
- Installed new drapes in room 305, speech therapy.
- Replaced the vertical blinds in the attendance office.
- Repaired a broken kitchen faucet in the Foods Lab.
- Replaced the pH probe at the pool.
- Repaired the exhaust fan in girls' locker room.
- Reprogrammed the limit switch on automatic gate #3.
- Setup and restored from school and civic center use events – District Meeting in the Performing Arts Center, ASVAB Testing, Higher Education Event, PIDA Presentations, 10th Grade Presentations, PSAT Testing, Spirit Gauntlet for CIF Soccer Team, Guest Speaker, Link Crew Lunch Rally, Movie Night, All School Rally, Water Polo Banquet, Spring Team Meetings, Swim Banquet, Boys and Girls Wrestling Banquets, PVHS Track Meet, Boys Volleyball games and Boys Basketball Banquet.
- Preventive work order hours – 46
- Routine work order hours – 73
- Total work orders completed – 132
- Event setup hours – 160

REGULAR MEETING

April 10, 2018

ERHS

- Prepared fields for baseball and softball games. (Photos)
- Groomed the football stadium.
- Prepared the tennis courts for boy's tennis.
- Repaired irrigation leaks at the Berrywood gate and adjusted sprinklers in the east parking lot. (Photo)
- Completed preventive maintenance on walk-behind mowers, rototiller, ride-on mower, and lawn edgers.
- Cleaned storm drains and rain gutters in preparation for winter storm.
- Replaced the computer projector in classroom 312.
- Painted a school spirit accent stripe in the library.
- Repaired a flush valve in the girls' locker room and a broken water line near the ticket booth; replaced a broken toilet in the portable restroom.
- Repaired damaged ramp skirting on classroom 616.
- Patched a roof leak on the portable restroom.
- Repaired roof leaks on classroom 504.
- Completed monthly inspections of fire extinguishers, emergency showers and eyewashes.
- Performed monthly fire alarm test.
- Completed preventive maintenance on air compressors, overhead doors, and gymnasium doors.
- Investigated heating issues: Science Building boiler failed to fire and was corrected, replaced faulty hot water actuating valves for several classrooms.
- Replaced door stops and door closers in numerous classrooms.
- Setup and restored from school and civic center use events – college placement testing, PIDA, All staff meeting, TIP, Parent meeting, ED Camp, ELPAC, College Fair, 8th grade registration, FFA, Kindness Week, Sadie Hawkins Dance, Red Cross Blood Drive, basketball banquet, wrestling tournament, boys' volleyball.
- Preventive work order hours – 34
- Routine work order hours – 170
- Total work orders completed – 160
- Event setup hours – 105

Graffiti & Vandalism

• DHS	\$	0
• ERHS	\$	100
• SMHS	\$	380
• PVHS	\$	0

Reese Thompson
Director – Facilities and Operations

Photo Gallery – Major Projects



ERHS 38-Classroom Building – View from Ground Floor Shows Three Classroom Levels



ERHS 38-Classroom Building – Preparing the First Floor for Concrete Walkway



SSC Solar Power – District Inspector Reviews Bus Barn Roof Installation

Photo Gallery – Maintenance & Operations



SMHS – Ken Groppetti Tests a Concrete Polisher



PVHS – José Gamino and Elias Camacho Replace Sand in the Long Jump Pit



PVHS - Grounds Crew Relocates the Booster Concession Trailer to Softball



PVHS - Many Hands Pour Concrete for Welding Gas Storage



PVHS - Elias Camacho Prepares the Welding Gas Storage for Spare Tanks



ERHS - Joseph Campos Clears Storm Debris at the Freshman Baseball Field



ERHS – Abel Murguia Stripes the Freshman Baseball Field for another Big Game



ERHS – The Grounds Crew Attacks an Irrigation Leak at the Berrywood Gate

REGULAR MEETING
April 10, 2018

APPENDIX C

**Approval of MOU for Classified Bargaining
Unit regarding a change to a bargaining unit
job description**

MEMORANDUM OF UNDERSTANDING
between the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CENTRAL COAST CHAPTER #455

March 22, 2018

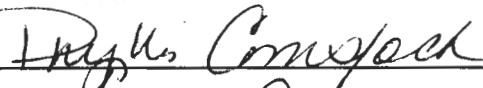
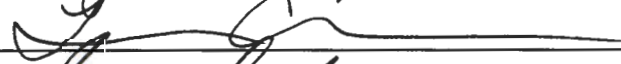
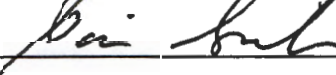


The following reflects the full and complete agreement of the California School Employees Association and its Central Coast Chapter #455 (hereinafter "Association") and the Santa Maria Joint Union High School District (hereinafter "District") regarding a change to a bargaining unit job description.

1. A change has been made to the supervisor in a bargaining unit job description and it is attached to this Agreement:


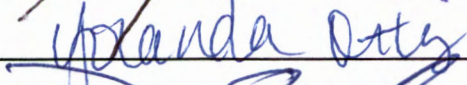
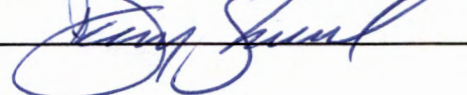
Instructional Assistant - Bilingual (Salary Range 13)

Tentatively agreed to this 22nd day of March 2018. This Memorandum of Understanding shall become final and binding upon the parties with ratification by the membership of the Association (pursuant to Association Policy 610 and if required by that Policy) and adoption by the Santa Maria Joint Union High School District Board of Education.

For CSEA:

	Date <u>3/22/18</u>
	Date <u>3/22/18</u>
	Date <u>3/22/18</u>
	Date <u>3/22/18</u>
	Date _____

For District:

	Date <u>3-22-18</u>
	Date <u>3-22-18</u>
	Date <u>3-22-18</u>

L. R. Platt
Qued

Date 3/22/10

Date 3-22-18

INSTRUCTIONAL ASSISTANT-BILINGUAL

BASIC FUNCTION:

Under the direction of an assigned Site Administrator ~~the Director of Multilingual and Migrant Education Programs~~, assist a certificated teacher in providing instruction to individual or small groups of limited or non-English speaking students; monitor and report student progress regarding behavior and performance; translate and interpret for students, parents, counselors, teachers and others as assigned.

REPRESENTATIVE DUTIES:

- Tutor individual or small groups of limited or non-English speaking students enrolled in the District limited-English proficient (LEP) or related program; reinforce instruction as directed by the teacher; communicate with students in English and a designated second language to facilitate instructional processes. **E**
- Provide interpretation for teachers in classroom discussions, lectures, parent-teacher conferences or telephone calls with parents of limited or non-English speaking students; translate notes, letters and instructional materials as assigned. **E**
- Prepare instructional materials as directed by the teacher; assist in administering and monitoring a variety of tests; interpret for exams as needed. **E**
- Assist the teacher with classroom management; assist with the reporting of student progress regarding performance and behavior; assist students with health and community services as necessary. **E**
- Perform a variety of clerical duties such as preparing, typing and duplicating instructional materials; compile and update student information; prepare and maintain student files and cards. **E**
- Confer with teachers concerning programs and materials to meet student needs; prepare for classroom activities to supplement lesson plans as assigned. **E**
- Provide support to the teacher by setting up work areas operating audio-visual equipment and collecting paper, supplies and materials.
- Facilitate student participation in extra-curricular and post secondary activities and special summer programs.
- Maintain current knowledge of appropriate bilingual and multicultural instructional methods, materials and appropriate usage; participate in meetings and in-service training programs as assigned.
- Perform related duties as assigned.

KNOWLEDGE OF:

Correct oral and written usage of English and a designated second language.

Basic subjects taught in District schools, including mathematics, English language arts, social studies, and science.

Safe practices in classroom and playground activities.

Basic instructional methods and techniques.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Oral and written communication skills.

Interpersonal skills using tact, patience and courtesy.

Basic record-keeping techniques.

Classroom procedures and appropriate student conduct.

Operation of office, instructional and audio-visual equipment.

ABILITY TO:

Read, write and speak English and a designated second language.
Translate and interpret English and a designated second language.
Add, subtract, multiply and divide quickly and accurately.
Understand and follow oral and written directions.
Learn the procedures, functions and limitations of assigned duties.
Communicate effectively with students, teachers, parents, staff and the public including members of ethnic communities.
Read, interpret, apply and explain rules, regulations, policies and procedures.
Establish and maintain cooperative and effective working relationships with others.
Communicate effectively both orally and in writing.
Operate office, instructional and audio-visual equipment.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school and one year experience working with high school aged students in an organized setting.

WORKING CONDITIONS:**ENVIRONMENT:**

Classroom or learning environment.

PHYSICAL ABILITIES:

Hearing and speaking to exchange information.
Seeing to monitor students.
Dexterity of hands and fingers to operate assigned equipment and demonstrate activities.
Bending at the waist, kneeling or crouching to assist students.
Reaching overhead, above the shoulders and horizontally.

04/01/2018~~7/1/15~~

SMJUHSD

Range 13

REGULAR MEETING
April 10, 2018

APPENDIX D

**Approval of MOU for Classified Bargaining
Unit regarding reimbursement for
appropriate work wear for
Health Office employees**

MEMORANDUM OF UNDERSTANDING
between the
Santa Maria Joint Union High School District
and the
California School Employees Association and its
Central Coast Chapter 455

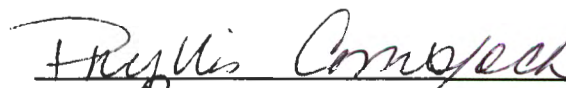
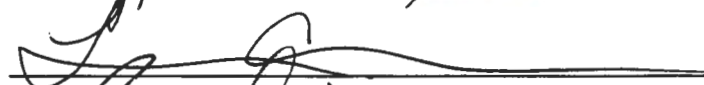
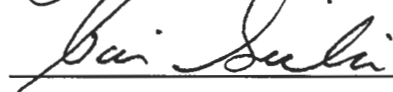
This Memorandum of Understanding (hereinafter "MOU") reflects the full and complete agreement of the Santa Maria Joint Union High School District (hereinafter "District") and the California School Employees Association and its Central Coast Chapter 455 (hereinafter "CSEA") regarding reimbursement for appropriate work wear for Health Office employees.

The District and CSEA agree on the following:

1. CSEA bargaining unit members assigned to a School Site Health Office shall be eligible to receive reimbursement for the purchase of scrubs to be worn during their work day.
2. The purchased scrubs should have a professional appearance and maintain a positive impression of the school.
3. The allowed reimbursement will be no more than \$250.00 per school year (August through June).
4. CSEA bargaining unit members eligible for reimbursement must turn in their original receipts along with the Reimbursement Claim form.
5. Provisions of this MOU shall be enforced under provisions of the Collective Bargaining Agreement Grievance Procedures between the District and CSEA.

Tentatively agreed to this 22nd day of March 2018. This Tentative Agreement shall become final and binding upon the parties with ratification by the membership of the Association (pursuant to Association Policy 610 and if required by that Policy) and adoption by the Santa Maria Joint Union High School District Board of Education.

For CSEA:

 _____	Date <u>3/22/18</u>
 _____	Date <u>3/22/18</u>
 _____	Date <u>3/22/18</u>

[Signature]
[Signature]

Date 3/22/18

Date 3-22-18

For District:

[Signature]

Date 3-22-18

Yolanda Ortiz

Date 3-22-18

[Signature]
[Signature]

Date 3-22-18

[Signature]

Date 3/22/18

Date 3-22-18

REGULAR MEETING
April 10, 2018

APPENDIX E

**Approval of School Calendars for
2018/2019 and 2019/2020**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
2018/2019 SCHOOL YEAR CALENDAR**

B

S	M	T	W	T	F	S	
1	2	3	4	5	6	7	JULY 2018 July 4 - Independence Day Holiday
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					
			1	2	3	4	AUGUST August 9 - Certificated Workday August 10 - Staff Development
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	August 13 - School Begins
19	20	21	22	23	24	25	August 20, 27 - Staff/Collaboration - Early Out
26	27	28	29	30	31		August 30 - Back to School Night August 31 - Minimum Day
						1	SEPTEMBER September 3 - Labor Day Holiday
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	September 10, 17, 24 - Staff/Collaboration - Early Out
16	17	18	19	20	21	22	September 21 - Minimum Day - Progress Reports
23	24	25	26	27	28	29	
30							19
	1	2	3	4	5	6	OCTOBER October 1, 8, 15, 22, 29 - Staff/Collaboration - Early Out
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				23
				1	2	3	NOVEMBER November 2 - Minimum Day - Progress Reports
4	5	6	7	8	9	10	November 5, 26 - Staff/Collaboration - Early Out
11	12	13	14	15	16	17	November 12 - Veteran's Day as <i>prescribed by law</i>
18	19	20	21	22	23	24	November 19-23 - Thanksgiving Break
25	26	27	28	29	30		16
						1	DECEMBER December 3, 10, 17 - Staff/Collaboration - Early Out
2	3	4	5	6	7	8	December 19, 20, 21 - Finals - Fall Semester Ends
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	Winter Break - Dec 24 - Jan 11
30	31						15
		1	2	3	4	5	JANUARY 2019 January 14 - Staff Development <i>certificated only</i>
6	7	8	9	10	11	12	January 15 - All Staff Workday
13	14	15	16	17	18	19	January 16 - Students Return
20	21	22	23	24	25	26	January 28 - Staff/Collaboration - Early Out
27	28	29	30	31			January 21 - Martin Luther King, Jr. Day
					1	2	FEBRUARY February 4, 25 - Staff/Collaboration - Early Out
3	4	5	6	7	8	9	February 11 - Lincoln's Day
10	11	12	13	14	15	16	February 18 - Washington's Day
17	18	19	20	21	22	23	
24	25	26	27	28			18
				1	2		MARCH March 1 - Minimum Day - Progress Reports
3	4	5	6	7	8	9	March 4, 11, 18, 25 - Staff/Collaboration - Early Out
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							21
	1	2	3	4	5	6	APRIL April 1, 8, 15, 29 - Staff/Collaboration - Early Out
7	8	9	10	11	12	13	April 12 - Minimum Day - Progress Reports
14	15	16	17	18	19	20	April 18 - Spring Fair - Minimum Day
21	22	23	24	25	26	27	April 19 - Good Friday Holiday
28	29	30					April 22 - April 26 - Spring Break
		1	2	3	4		MAY May 6, 13, 20 - Staff/Collaboration - Early Out
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	May 27 - Memorial Day Break
26	27	28	29	30	31		22
						1	JUNE June 4, 5, 6 - Finals Schedule
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	June 7 - Graduation/Staff Development
23	24	25	26	27	28	29	
30							4
	1	2	3	4	5	6	JULY 2019 July 4 - Independence Day Holiday
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

88

92

Board Approved

	School Closed
	1 HR Collaboration
	Minimum Day
	Progress Reports

	2 Staff Workdays - 8/9, 1/15
	3 Staff Development Days - 8/10, 1/14, & 6/7
	Back to School Night 8/30
	Finals

180

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
2019/2020 SCHOOL YEAR CALENDAR**

B

S	M	T	W	T	F	S	
							JULY 2019
							July 4 - Independence Day Holiday
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				
				1	2	3	AUGUST
				1	2	3	August 8 - Certificated Workday
4	5	6	7	8	9	10	August 9 - Staff Development
11	12	13	14	15	16	17	August 12 - School Begins
18	19	20	21	22	23	24	August 19, 26 - Staff/Collaboration - Early Out
25	26	27	28	29	30	31	August 29 - Back to School Night
							August 30 - Minimum Day
						1	SEPTEMBER
1	2	3	4	5	6	7	September 2 - Labor Day Holiday
8	9	10	11	12	13	14	September 9, 16, 23 - Staff/Collaboration - Early Out
15	16	17	18	19	20	21	September 20 - Minimum Day - Progress Reports
22	23	24	25	26	27	28	
29	30						20
		1	2	3	4	5	OCTOBER
6	7	8	9	10	11	12	October 7, 14, 21, 28 - Staff/Collaboration - Early Out
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			23
				1	2		NOVEMBER
3	4	5	6	7	8	9	November 1 - Minimum Day - Progress Reports
10	11	12	13	14	15	16	November 4, 25 - Staff/Collaboration - Early Out
17	18	19	20	21	22	23	November 11 - Veteran's Day as <i>prescribed by law</i>
24	25	26	27	28	29	30	November 25-29 - Thanksgiving Break
							15
							DECEMBER
1	2	3	4	5	6	7	December 2, 9, 16 - Staff/Collaboration - Early Out
8	9	10	11	12	13	14	December 18, 19, 20 - Finals - Fall Semester Ends
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	Winter Break - Dec 23 - Jan 10
29	30	31					15
			1	2	3	4	JANUARY 2020
5	6	7	8	9	10	11	January 13 - Staff Development <i>certificated only</i>
							January 14 - All Staff Workday
12	13	14	15	16	17	18	January 15 - Students Return
19	20	21	22	23	24	25	January 20 - Martin Luther King, Jr. Day
26	27	28	29	30	31		January 27 - Staff/Collaboration - Early Out
						1	FEBRUARY
2	3	4	5	6	7	8	February 3, 24 - Staff/Collaboration - Early Out
9	10	11	12	13	14	15	February 10 - Lincoln's Day
16	17	18	19	20	21	22	February 17 - Washington's Day
23	24	25	26	27	28	29	February 28 - Minimum Day - Progress Reports
							18
							MARCH
1	2	3	4	5	6	7	March 2, 9, 16, 23, 30 - Staff/Collaboration - Early Out
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					22
			1	2	3	4	APRIL
5	6	7	8	9	10	11	April 6, 20, 27 - Staff/Collaboration - Early Out
							April 9 - Spring Fair - Minimum Day
12	13	14	15	16	17	18	April 10 - Good Friday Holiday
19	20	21	22	23	24	25	April 13 - April 17 - Spring Break
26	27	28	29	30			April 24 - Minimum Day - Progress Reports
							16
					1	2	MAY
3	4	5	6	7	8	9	May 4, 11, 18 - Staff/Collaboration - Early Out
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	May 25 - Memorial Day Break
24	25	26	27	28	29	30	
31							20
	1	2	3	4	5	6	JUNE
7	8	9	10	11	12	13	June 2, 3, 4 - Finals Schedule
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	June 5 - Graduation/Staff Development
28	29	30					4
			1	2	3	4	JULY 2020
5	6	7	8	9	10	11	July 3 - Independence Day Holiday
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

88

92

Board Approved

	School Closed
	1 HR Collaboration
	Minimum Day
	Progress Reports

	2 Staff Workdays - 8/8, 1/14
	3 Staff Development Days - 8/9, 1/13, & 6/5
	Back to School Night 8/29
	Finals

180

**APPENDIX F
2017-2018**

RESOLUTION 13 – 2017-2018

**Regarding the Levy and Collection of
Level 1 School Facilities Fees**

Exhibit A

2018 Developer Fee Justification Study

Exhibit B

Fee Split Agreement and Fee Split Schedule

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 13 - 2017-2018**

**REGARDING THE LEVY AND COLLECTION
OF LEVEL I SCHOOL FACILITIES FEES**

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter “fee” or “fees”), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter “development”), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, this Board has previously resolved to levy fees on development projects pursuant to this authority; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased in 2000 and every two years thereafter according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board “SAB” and to become effective at its January meeting; and

WHEREAS, the SAB at its January 24, 2018 meeting, set the maximum fee to \$3.79 per square foot for residential development and to \$0.61 per square foot for commercial/industrial development; and

WHEREAS, the new Fees are an increase of what is currently being collected by Santa Maria Joint Union High School District. A copy of the Study is attached as Exhibit A and incorporated herein by this reference; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

NOW, THEREFORE, BE IT RESOLVED, the Board finds and directs as follows:

1. The foregoing recitals are true and correct.
2. This Board approves and adopts the Study and recommendation of the District Superintendent, or designee, to levy fees in the maximum amounts authorized on new residential, commercial and industrial development that occurs within the District, and based upon the Study and recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings

- A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District;
- B. The construction or reconstruction of school facilities is necessary to create updated, adequate, appropriate classroom space and academic support facilities for the following reasons:
 - (1) New residential and commercial and industrial development is projected to occur within the District within the next five years which will generate additional school-aged children;
 - (2) Additional students projected from new development will impact and increase the need of the District to create updated, adequate, appropriate classroom space and academic support facilities.
 - (3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be housed without upgrading existing school facilities, ultimately making reconstruction or modernization of such facilities necessary;
 - (4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the projected student population.
 - (5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.
- C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District.
- D. The District has no, or limited local revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;
- E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed.
- F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees.
- G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for

existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:
 - A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of \$3.79 per square foot of assessable space as such space is defined in Government Code § 65995(b)(1) to be shared with the feeder elementary school districts. The elementary districts collect 9/13 of the maximum allowed and the high school district collects 4/13 of the maximum allowed, attached hereto as Exhibit B; and incorporated herein by this reference; and
 - B. To levy a fee on categories of new commercial/industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum amount currently authorized by law of \$0.61 per square foot of chargeable covered and enclosed space as such space is defined in Government Code § 65995(b)(2) to be shared with the elementary school district. The elementary districts collect 9/13 and the high school district collects 4/13 of the maximum allowed per Exhibit B. The high school district collects **\$0.12** per square foot, as justified, Rental Self-Storage projects.
4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution
5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping, and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to

certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.
7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.
8. Pursuant to Government Code section 66001(d), the Superintendent or the District's designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or the District's designee shall report to this Board which shall either make the findings required by section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).
9. Pursuant to Government Code section 66001(e), the Superintendent or designee, shall advise this board whenever it appears sufficient fees have been collected to complete financing on incomplete public improvements that have been identified in the Study. This board shall then make a determination whether or not sufficient fees have been collected for a particular project, and when a determination is made by this board that sufficient fees have been collected, this Board shall identify, within 180 days of the determination, an approximate date by which the construction of the public improvement will be commenced, or shall refund the fees as provided in said section, unless the provisions of section 66001(f) are deemed to apply.
10. The fees adopted herein are effective sixty (60) days after the approval of this Resolution.
11. Transmittal of Resolution: A copy of this Resolution shall be transmitted forthwith to the City of Santa Maria and Santa Barbara County accompanied by all relevant supporting documents and a map clearly indicating the boundaries of the area subject to the fees, charges, dedications and other requirements.

- 12. Prohibition Against Permit Issuance Absent Compliance with This Resolution: Pursuant to Education Code Section 71620(b), no city or county may issue a building permit for any residential, commercial or industrial construction, as defined by law, absent certification by the Superintendent or his/her designee of (1) compliance by that project with any fee, charge, dedication, or other requirement under this Resolution or (2) his/her determination that the fee, charge, dedication, or other requirement does not apply to the construction.

- 13. The Superintendent or the District’s designee is hereby authorized and directed to do the following:
 - A. As required by Government Code § 66006(a), to establish a separate capital facilities fund (herein “Fund”) into which the fees received by the District shall be deposited and shall not be commingled with other revenues and funds of the District. The fees, and any interest earned thereon, shall be expended only for the purpose of funding the construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.
 - B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential and commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.
 - C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

- 14. Certification of Resolution:

PASSED AND ADOPTED by the Board of Education of the Santa Maria Joint Union High School District at a regular meeting held this 10th day of April 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

President/Secretary/Clerk of the Governing Board
 Santa Maria Joint Union High School District

EXHIBIT A

MARCH 2018

2018 DEVELOPER FEE JUSTIFICATION STUDY
SANTA MARIA JOINT UNION
HIGH SCHOOL DISTRICT

MARK RICHARDSON,
SUPERINTENDENT

SCHOOLWORKS, INC.
8331 Sierra College Blvd., #221
Roseville, CA 95661

PHONE: 916-733-0402
WWW.SCHOOLWORKSGIS.COM

TABLE OF CONTENTS

Executive Summary1

Background.....2

Purpose and Intent.....3

 Burden Nexus3

 Cost Nexus.....3

 Benefit Nexus.....3

Enrollment Projections4

 Student Generation Factor.....5

 New Residential Development Projections.....6

Existing Facility Capacity7

 Classroom Loading Standards7

 Existing Facility Capacity8

 Unhoused Students by State Housing Standards9

Calculation of Development’s Fiscal Impact on Schools10

 School Facility Construction Costs10

 Impact of New Residential Development.....11

 Impact of Other Residential Development.....12

 Impact of Commercial/Industrial Development.....12

 Employees per Square Foot of Commercial Development13

 Students per Employee.....13

 School Facilities Cost per Student.....13

 Residential Offset.....14

 Net Cost per Square Foot.....15

 Verifying the Sufficiency of the Development Impact.....15

District Map16

Conclusion17

 Burden Nexus17

 Cost Nexus.....17

 Benefit Nexus.....17

Appendices

- **SAB 50-01 - Enrollment Certification/Projection**
- **Census Data**
- **Use of Developer Fees**
- **Site Development Costs**
- **Index Adjustment on the Assessment for Development – State Allocation Board Meeting of January 24, 2018**
- **Annual Adjustment to School Facility Program Grants**

Executive Summary

This Developer Fee Justification Study demonstrates that the Santa Maria Joint Union High School District requires the full statutory impact fee to accommodate growth from development activity.

A fee of \$3.48 per square foot for residential construction and a fee of \$0.56 per square foot for commercial/industrial construction is currently assessed on applicable permits pulled in the District. The new fee amounts are **\$3.79** per square foot for residential construction and **\$0.61*** per square foot for commercial/industrial construction. This proposed increase represents \$0.31 per square foot and \$0.05 per square foot for residential and commercial/industrial construction, respectively. The District's portion or share of the developer fees collected within its boundary is based on the 4/13^{ths} when split with the elementary districts, which equates to approximately 30.77%.

The following table shows the impacts of the new fee amounts:

Table 1
Santa Maria Joint Union HSD
Developer Fee Collection Rates

Totals	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$3.48	\$3.79	\$0.31
Commercial/Ind.	\$0.56	\$0.61	\$0.05
District Share:	30.77%		
Net Impact	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$1.07	\$1.17	\$0.10
Commercial/Ind.	\$0.17	\$0.19	\$0.02

*except for Rental Self Storage facilities in which a fee of \$0.12 per square foot is justified.

Background

Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities to accommodate students generated from new development projects. Fees are collected immediately prior to the time of the issuance of a building permit by the City or the County.

As enrollment increases, additional school facilities will be needed to house the growth in the student population. Because of the high cost associated with constructing school facilities and the District's limited budget, outside funding sources are required for future school construction. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

The authority cited in Education Code Section 17620 states in part "... the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities." The legislation originally established the maximum fee rates at \$1.50 per square foot for residential construction and \$0.25 per square foot for commercial/industrial construction. Government Code Section 65995 provides for an inflationary increase in the fees every two years based on the changes in the Class B construction index. As a result of these adjustments, the fees authorized by Education Code 17620 are currently **\$3.79** per square foot of residential construction and **\$0.61** per square foot of commercial or industrial construction.

Purpose and Intent

Prior to levying developer fees, a district must demonstrate and document that a reasonable relationship exists between the need for new or reconstructed school facilities and residential, commercial and industrial development. The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.

Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.

Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The purpose of this report is to document if a reasonable relationship exists between residential, commercial and industrial development and the need for new and/or modernized facilities in the Santa Maria Joint Union High School District.

Following in this Study will be figures indicating the current enrollment and the projected development occurring within the attendance boundaries of the Santa Maria Joint Union High School District. The projected enrollment will then be loaded into existing facilities to the extent of available space. Thereafter, the needed facilities will be determined and an estimated cost will be assigned. The cost of the facilities will then be compared to the area of residential, commercial and industrial development to determine the amount of developer fees justified.

Enrollment Projections

In 2017/2018 the District's total enrollment (CBEDS) was 7,949 students. The enrollment by grade level is shown here in Table 2.

Table 2

**Santa Maria Joint Union HSD
CURRENT ENROLLMENT**

Grade	2017/2018
9	2,070
10	1,965
11	1,904
12	2,010
<hr/>	
9-12 Total	7,949

This data will be the basis for the enrollment projections which will be presented later after a review of the development projections and the student generation factors.

Student Generation Factor

In determining the impact of new development, the District is required to show how many students will be generated from the new developments. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation factor is applied to the number of new housing units to determine development-related impacts.

The student generation factor identifies the number of students per housing unit and provides a link between residential construction projects and projections of enrollment. The State-wide factor used by the Office of Public School Construction is 0.20 for grades 9-12. For the purposes of this Study we will use the local factors to determine the students generated from new housing developments. This was done by comparing the number of housing units in the school district to the number of students in the school district as of the 2010 Census. Table 3 shows the student generation factors for the various grade groupings.

Table 3

**Santa Maria Joint Union HSD
STUDENT GENERATION FACTORS**

<u>Grades</u>	<u>Students per Household</u>
9-12	0.1876
Total	0.1876

When using the Census data to determine the average district student yield rate, it is not possible to determine which students were living in multi-family units versus single family units. Therefore, only the total average yield rate is shown. The Census data does indicate that **67.6%** of the total housing units within the district boundaries are single family units. It is reasonable to assume that the construction of new housing units would be similar to the current housing stock, which was confirmed by the various planning departments within the school district boundaries, and therefore the overall student generation rate will be used to determine student yields from the projected developments.

New Residential Development Projections

The Santa Maria Joint Union High School District has experienced an average new residential construction rate of approximately 350 units per year over the past four years. This was determined by reviewing the residential permits pulled and school development impact fees paid to the District. After contacting the various city planning departments within the school district boundaries, it was verified that using the same average residential construction rate over the past four years for the next five years is a reasonable assumption. Projecting the average rate forward, we would expect that 1,750 units of residential housing will be built within the District boundaries over the next five years.

To determine the impact of residential development, an enrollment projection is done. Applying the student generation factor of 0.1876 to the projected 1,750 units of residential housing, we expect that 328 high school students will be generated from the new residential construction over the next five years.

The District is allowed to use this development-based enrollment projection for the purposes of this Study. This is utilized as the cost basis for development impact throughout this Study, unless otherwise noted.

Table 4

**Santa Maria Joint Union HSD
FIVE YEAR ENROLLMENT PROJECTIONS**

<u>Grades</u>	<u>Current Enrollment</u>	<u>Development Projection</u>	<u>Projected Enrollment</u>
9 to 12	7,949	328	8,277

Existing Facility Capacity

To determine the need for additional school facilities, the capacity of the existing facilities must be identified and compared to current and anticipated enrollments. The District's existing building capacity will be calculated using the State classroom loading standards shown in Table 6. The following types of "support-spaces" necessary for the conduct of the District's comprehensive educational program, are not included as "teaching stations," commonly known as "classrooms" to the public:

Table 5

List of Core and Support Facilities

Library	Resource Specialist
Multipurpose Room	Gymnasium
Office Area	Lunch Room
Staff Workroom	P.E. Facilities

Because the District requires these types of support facilities as part of its existing facility and curriculum standards at its schools, new development's impact must not materially or adversely affect the continuance of these standards. Therefore, new development cannot require that the District house students in these integral support spaces.

Classroom Loading Standards

The following maximum classroom loading-factors are used to determine teaching-station "capacity," in accordance with the State legislation and the State School Building Program. These capacity calculations are also used in preparing and filing the baseline school capacity statement with the Office of Public School Construction.

Table 6

State Classroom Loading Standards

9 th -12 th Grades	27 Students/Classroom
Non Severe Special Ed	13 Students/Classroom

Existing Facility Capacity

The State determines the baseline capacity by either loading all permanent teaching stations plus a maximum number of portables equal to 25% of the number of permanent classrooms or by loading all permanent classrooms and only portables that are owned or have been leased for over 5 years. As allowed by law and required by the State, facility capacities are calculated by identifying the number of teaching stations at each campus. All qualified teaching stations were included in the calculation of the capacities at the time the initial inventory was calculated. To account for activity and changes since the baseline was established in 1998/99, the student grants (which represent the seats added either by new schools or additions to existing schools) for new construction projects funded by OPSC have been added. Using these guidelines the District's current State calculated capacity is shown in Table 7.

Table 7
Santa Maria Joint Union HSD
Summary of Existing Facility Capacity

<u>School Facility</u>	<u>Permanent Classrooms</u>	<u>Portable Classrooms</u>	<u>Chargeable Portables</u>	<u>Total Chargeable Classrooms</u>	<u>State Loading Factor</u>	<u>State Funded Projects</u>	<u>Total State Capacity</u>
Grades 9-12	95	104	29	124	27	3,372	6,720
Special Ed	8	4	4	12	13	70	226
Totals	103	108	33	136		3,442	6,946

OPSC Projects Completed

<u>Name</u>	<u>Project #</u>	<u>9-12 Grants</u>	<u>Special Ed</u>	<u>CR</u>
Pioneer Valley High	1	2,697	70	80
Righetti High	2	54	0	2
Delta Continuation High	3	243	0	12
Santa Maria High	4	378	0	14
Totals		3,372	70	

This table shows a basic summary of the form and procedures used by OPSC (Office of Public School Construction) to determine the capacity of a school district. There were a total of 103 permanent classrooms in the District when the baseline was established. In addition there were 108 portable classrooms. However, OPSC regulations state that if the number of portables exceeds 25% of the permanent classrooms, then the maximum number of portables to be counted in the baseline capacity is 25% of the permanent classrooms. Therefore the chart shows the chargeable portables as 33. This results in a total classroom count of 136 and is referred to as the chargeable classrooms since it accounts for the fact that some of the portable were not included in the total. This is done to account for the fact that portables are

typically considered to be temporary, especially when the total number exceeds 25% of the permanent classrooms.

To determine the total capacity based on State standards, the capacity of the chargeable classrooms are multiplied by the State loading standards and then the capacity of the projects completed since 1998/99 (when the baseline was established) are added based on the State funded new construction projects. As Table 7 shows, the total State capacity of the District facilities is 6,946 students.

Unhoused Students by State Housing Standards

This next table compares the capacity with the space needed to determine if there is available space for new students from the projected developments. The space needed was determined by reviewing the historic enrollments over the past four years along with the projected enrollment in five years to determine the maximum seats needed to house the students within the existing homes. The seats needed were determined individually for each grade grouping. The projected enrollment in this analysis did not include the impact of any new housing units.

Table 8

Santa Maria Joint Union HSD Summary of Available District Capacity

<u>School Facility</u>	<u>State Capacity</u>	<u>Space Needed</u>	<u>Available Capacity</u>
Grades 9-12	6,720	9,098	(2,378)
Special Ed	226	0	226
Totals	6,946	9,098	(2,152)

Since the enrollment space needed exceeds the District capacity there is no excess capacity available to house students from new development.

Calculation of Development's Fiscal Impact on Schools

This section of the Study will demonstrate that a reasonable relationship exists between residential, commercial/industrial development and the need for additional school facilities in the Santa Maria Joint Union High School District. To the extent this relationship exists, the District is justified in levying developer fees as authorized by Education Code Section 17620.

School Facility Construction Costs

For the purposes of estimating the cost of building schools we have used the State School Building Program funding allowances. These amounts are shown in Table 9. In addition to the basic construction costs, there are site acquisition costs of \$301,640 per acre and service-site, utilities, off-site and general site development costs which are also shown in Table 9.

Table 9

NEW CONSTRUCTION COSTS

<u>Grade</u>	<u>Base Grant</u>	<u>Fire Alarms</u>	<u>Fire Sprinklers</u>	<u>Per Student Total</u>	
9-12	\$31,134	\$62	\$480	\$31,676	
Site Acreage Needs					
<u>Grade</u>	<u>Typical Acres</u>	<u>Average Students</u>	<u>Projected Unhoused Students</u>	<u>Equivalent Sites Needed</u>	<u>Site Acres Needed</u>
9-12	40	1,500	328	0.22	8.75
TOTAL					8.75

General Site Development Allowance

<u>Grade</u>	<u>Acres</u>	<u>Allowance/Acre</u>	<u>Base Cost</u>	<u>% Allowance</u>	<u>Added Cost</u>	<u>Total Cost</u>
9-12	8.75	\$37,654	\$329,473	3.75%	\$389,615	\$719,087
Totals	8.75					\$719,087

Site Acquisition & Development Summary

<u>Grade</u>	<u>Acres To Be Bought</u>	<u>Land Cost/Acre</u>	<u>Total Land Cost</u>	<u>Site Development Cost/Acre</u>	<u>Site Dev. Cost</u>	<u>General Site Development</u>	<u>Total Site Development</u>
9-12	8.75	\$301,640	\$2,639,350	\$273,060	\$2,389,275	\$719,087	\$3,108,362
Totals	8.75		\$2,639,350		\$2,389,275	\$719,087	\$3,108,362

Note: The grant amounts used are twice those shown in the appendix to represent the full cost of the facility needs and not just the standard State funding share of 50%.

Impact of New Residential Development

This next table compares the development-related enrollment to the available district capacity for each grade level and then multiplies the unhoused students by the new school construction costs to determine the total school facility costs related to the impact of new residential housing developments.

In addition, the State provides that new construction projects can include the costs for site acquisition and development, including appraisals, surveys and title reports. The District needs to acquire 8.75 acres to meet the needs of the students projected from the new developments. Therefore, the costs for site acquisition and development of the land have been included in the total impacts due to new development.

Table 10

**Santa Maria Joint Union HSD
 Summary of Residential Impact**

<u>School Facility</u>	<u>Development Projection</u>	<u>Available Space</u>	<u>Net Unhoused</u>	<u>Construction Cost Per Student</u>	<u>Total Facility Costs</u>
High & Cont.	328	0	328	\$31,676	\$10,389,728
Site Purchase: 8.75 acres					\$2,639,350
Site Development:					\$3,108,362
			New Construction Needs:		\$16,137,440
			Average cost per student:		\$49,200

The total need for school facilities based solely on the impact of the 1,750 new housing units projected over the next five years totals \$16,137,440. To determine the impact per square foot of residential development, this amount is divided by the total square feet of the projected developments. As calculated from the historic Developer Fee Permits, the average size home built has averaged 1,744 square feet. The total area for 1,750 new homes would therefore be 3,052,000 square feet. The total residential fee needed to be able to collect \$16,137,440 would be **\$5.29** per square foot.

Impact of Other Residential Development

In addition to new residential development projects that typically include new single family homes and new multi-family units, the District can also be impacted by additional types of new development projects. These include but are not limited to redevelopment projects, additions to existing housing units, and replacement of existing housing units with new housing units.

These development projects are still residential projects and therefore it is reasonable to assume they would have the same monetary impacts per square foot as the new residential development projects. However, the net impact is reduced due to the fact that there was a previous residential building in its place. Therefore, the development impact fees should only be charged for other residential developments if the new building(s) exceed the square footage area of the previous building(s). If the new building is larger than the existing building, then it is reasonable to assume that additional students could be generated by the project. The project would only pay for the development impacts fees for the net increase in assessable space generated by the development project. Education Code allows for an exemption from development impacts fees for any additions to existing residential structures that are 500 square feet or less.

Impact of Commercial/Industrial Development

There is a correlation between the growth of commercial/industrial firms/facilities within a community and the generation of school students within most business service areas. Fees for commercial/industrial can only be imposed if the residential fees will not fully mitigate the cost of providing school facilities to students from new development.

The approach utilized in this section is to apply statutory standards, U.S. Census employment statistics, and local statistics to determine the impact of future commercial/industrial development projects on the District. Many of the factors used in this analysis were taken from the U.S. Census, which remains the most complete and authoritative source of information on the community in addition to the "1990 SanDAG Traffic Generators Report".

Employees per Square Foot of Commercial Development

Results from a survey published by the San Diego Association of Governments “1990 San DAG Traffic Generators” are used to establish numbers of employees per square foot of building area to be anticipated in new commercial or industrial development projects. The average number of workers per 1,000 square feet of area ranges from 0.06 for Rental Self Storage to 4.79 for Standard Commercial Offices. The generation factors from that report are shown in the following table.

Table 11

Commercial/Industrial Category	Average Square Foot Per Employee	Employees Per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report

Students per Employee

The number of students per employee is determined by using the 2008-2012 American Community Survey 5-Year Estimates for the District. There were 58,402 employees and 41,530 homes in the District. This represents a ratio of 1.4063 employees per home.

There were 7,793 school age children attending the District in 2010. This is a ratio of 0.1334 students per employee. This ratio, however, must be reduced by including only the percentage of employees that worked in their community of residence (35.8%), because only those employees living in the District will impact the District’s school facilities with their children. The actual ratio of students per employee in the District is 0.0478.

School Facilities Cost per Student

State costs for housing commercially generated students are the same as those used for residential construction. The cost factors used to assess the impact from commercial development projects are contained in Table 10.

Residential Offset

When additional employees are generated in the District as a result of new commercial/industrial development, fees will also be charged on the residential units necessary to provide housing for the employees living in the District. To prevent a commercial or industrial development from paying for the portion of the impact that will be covered by the residential fee, this amount has been calculated and deducted from each category. The residential offset amount is calculated by multiplying the following factors together and dividing by 1,000 (to convert from cost per 1,000 square feet to cost per square foot).

- Employees per 1,000 square feet (varies from a low of 0.06 for rental self storage to a high of 4.79 for office building).
- Percentage of employees that worked in their community of residence (35.8 percent).
- Housing units per employee (0.7111). This was derived from the 2008-2012 ACS 5 Year Estimates data for the District, which indicates there were 41,530 housing units and 58,402 employees.
- Percentage of employees that will occupy new housing units (75 percent).
- Average square feet per dwelling unit (1,744).
- Residential fee charged by the District (\$1.17 (30.77% of \$3.79) per square foot).
- Average cost per student was determined in Table 10.

The following table shows the calculation of the school facility costs generated by a square foot of new commercial/industrial development for each category of development.

Table 12

Santa Maria Joint Union HSD Summary of Commercial and Industrial Uses							
<u>Type</u>	<u>Employees per 1,000 Sq. Ft.</u>	<u>Students per Employee</u>	<u>Students per 1,000 Sq. Ft.</u>	<u>Average Cost per Student</u>	<u>Cost per Sq. Ft.</u>	<u>Residential offset per Sq. Ft.</u>	<u>Net Cost per Sq. Ft.</u>
Banks	2.83	0.0478	0.135	\$49,200	\$6.65	\$1.10	\$5.55
Community Shopping Centers	1.53	0.0478	0.073	\$49,200	\$3.60	\$0.59	\$3.00
Neighborhood Shopping Centers	2.71	0.0478	0.129	\$49,200	\$6.37	\$1.05	\$5.32
Industrial Business Parks	3.52	0.0478	0.168	\$49,200	\$8.27	\$1.37	\$6.91
Industrial Parks	1.35	0.0478	0.064	\$49,200	\$3.17	\$0.52	\$2.65
Rental Self Storage	0.06	0.0478	0.003	\$49,200	\$0.14	\$0.02	\$0.12
Scientific Research & Development	3.04	0.0478	0.145	\$49,200	\$7.14	\$1.18	\$5.96
Lodging	1.13	0.0478	0.054	\$49,200	\$2.66	\$0.44	\$2.22
Standard Commercial Office	4.79	0.0478	0.229	\$49,200	\$11.26	\$1.86	\$9.40
Large High Rise Commercial Office	4.31	0.0478	0.206	\$49,200	\$10.13	\$1.67	\$8.46
Corporate Offices	2.69	0.0478	0.129	\$49,200	\$6.32	\$1.04	\$5.28
Medical Offices	4.27	0.0478	0.204	\$49,200	\$10.04	\$1.66	\$8.38

*Based on 1990 SanDAG Traffic Generator Report

Net Cost per Square Foot

Since the District's share of the State Maximum Fee is now \$0.19 (30.77% of \$0.61) for commercial/industrial construction, the District is justified in collecting the maximum fee for all categories with the exception of Rental Self Storage. The District can only justify collection of \$0.12 per square foot of Rental Self Storage construction.

Verifying the Sufficiency of the Development Impact

Education Code Section 17620 requires districts to find that fee revenues will not exceed the cost of providing school facilities to the students generated by the development paying the fees. This section shows that the fee revenues do not exceed the impact of the new development.

The total need for school facilities resulting from development totals \$16,137,440. The amount the District would collect over the five year period at the maximum rate of \$1.17 (30.77% of \$3.79) for residential and \$0.19 (30.77% of \$0.61) for commercial/industrial development would be as follows:

$\$1.17 \times 1,750 \text{ homes} \times 1,744 \text{ sq ft per home} = \$3,559,102$ for Residential

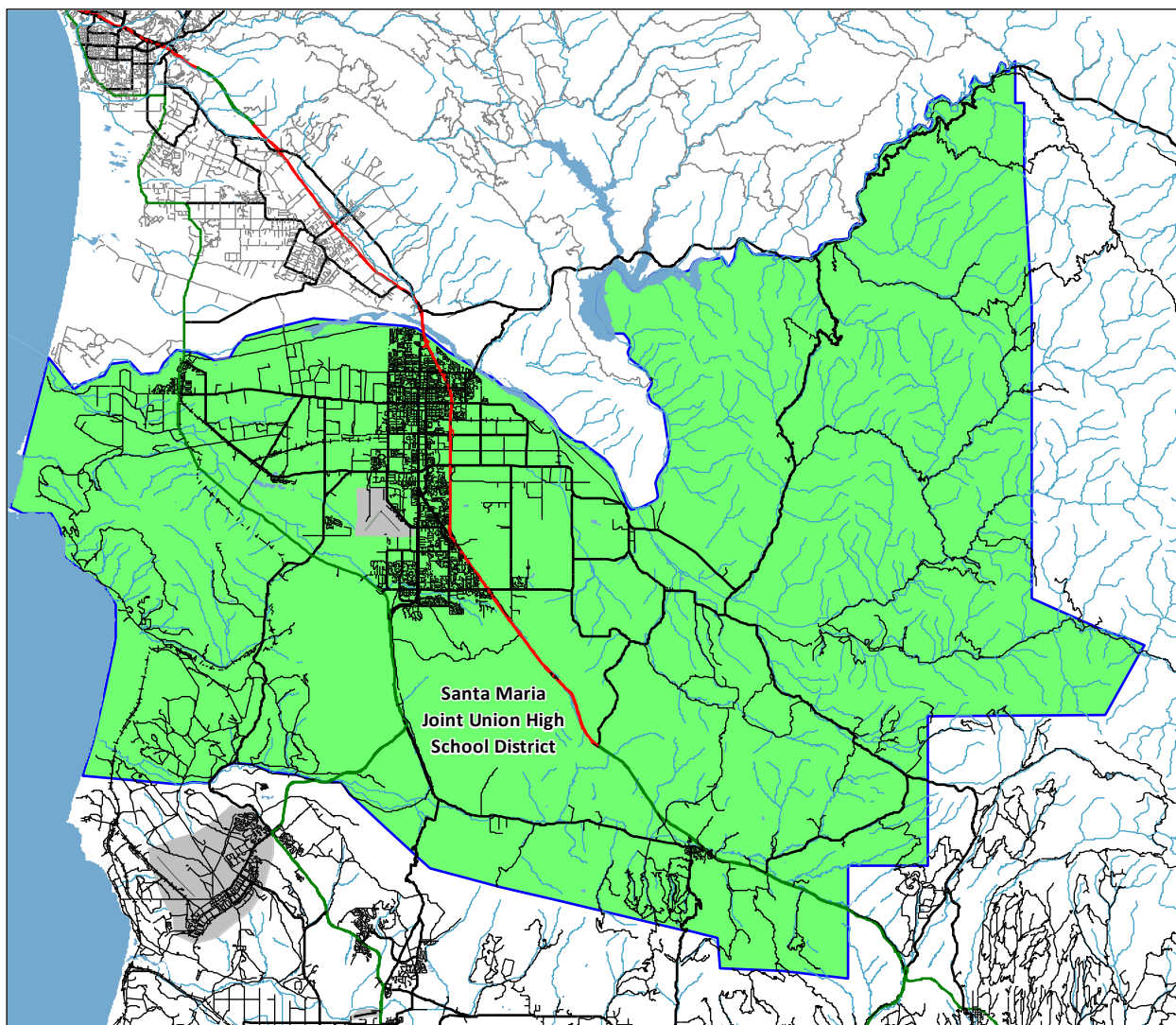
$\$0.19 \times 350,000 \text{ sq ft per year} \times 5 \text{ years} = \$328,462$ for Commercial/Industrial

Total projected 5 year income: \$3,887,563

The estimated income is less than the projected facility needs due to the impact of new development projects.

District Map

The following map shows the extent of the areas for which development fees are applicable to the Santa Maria Joint Union High School District.



Conclusion

Based on the data contained in this Study, it is found that a reasonable relationship exists between residential, commercial/industrial development and the need for additional school facilities in the Santa Maria Joint Union High School District. The following three nexus tests required to show justification for levying fees have been met:

Burden Nexus: New residential development will generate an average of 0.1876 9-12 grade students per unit. Because the District does not have adequate facilities for all the students generated by new developments, the district will need to build additional facilities and/or modernize/reconstruct the existing facilities in order to maintain existing level of services in which the new students will be housed.

Cost Nexus: The cost to provide new and reconstructed facilities is an average of \$5.29 per square foot of residential development. Each square foot of residential development will generate \$1.17 (30.77% of \$3.79) in developer fees resulting in a shortfall of \$4.12 per square foot.

Benefit Nexus: The developer fees to be collected by the Santa Maria Joint Union High School District will be used for the provision of additional and reconstructed or modernized school facilities. This will benefit the students to be generated by new development by providing them with adequate educational facilities.

The District's planned use of the fees received from development impacts will include the following types of projects each of which will benefit students from new developments.

- 1) **New Schools:** When there is enough development activity occurring in a single area, the District will build a new school to house the students from new developments.
- 2) **Additions to Existing Schools:** When infill development occurs, the District will accommodate students at existing schools by building needed classrooms and/or support facilities such as cafeterias, restrooms, gyms and libraries as needed to increase the school capacity. Schools may also need upgrades of the technology and tele-communication systems to be able to increase their capacity.

- 3) Portable Replacement Projects: Some of the District's capacity is in temporary portables and therefore may not be included in the State's capacity calculations. These portables can be replaced with new permanent or modular classrooms to provide adequate space for students from new developments. These projects result in an increase to the facility capacity according to State standards. In addition, old portables that have reached the end of their life expectancy, will need to be replaced to maintain the existing level of service. These types of projects are considered modernization projects in the State building program. If development impacts did not exist, the old portables could be removed.

- 4) Modernization/Upgrade Projects: In many cases, students from new developments are not located in areas where new schools are planned to be built. The District plans to modernize or upgrade older schools to be equivalent to new schools so students will be housed in equitable facilities to those students housed in new schools. These projects may include updates to the building structures to meet current building standards, along with upgrades to the current fire and safety standards and any access compliance standards.

Per the District's agreement with the Elementary School Districts, the high school share of the developer fees collected is $\frac{4}{13}$ ^{ths} or 30.77%. The reasonable relationship identified by these findings provides the required justification for the Santa Maria Joint Union High School District to levy the maximum fees of **\$1.17** (30.77% of \$3.79) per square foot for residential construction and **\$0.19** (30.77% of \$0.61) per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of **\$0.12** per square foot is justified as authorized by Education Code Section 17620.

Appendices

2018 Developer Fee Justification Study

Santa Maria Joint Union High School District

SCHOOL DISTRICT	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)
COUNTY	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: Fifth-Year Enrollment Projection Tenth-Year Enrollment Projection
 HSAA Districts Only - Check one: Attendance Residency
 Residency - COS Districts Only - (Fifth Year Projection Only)

<input type="checkbox"/> Modified Weighting (Fifth-Year Projection Only)	3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current
<input type="checkbox"/> Alternate Weighting - (Fill in boxes to the right):			

Part G. Number of New Dwelling Units
 (Fifth-Year Projection Only)

Part H. District Student Yield Factor
 (Fifth-Year Projection Only)

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
K	/	/	/	/	/	/	/	/
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
TOTAL								

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9								
10								
11								
12								
TOTAL								

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	/	/	/	/

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data Birth Data by District ZIP Codes Estimate Estimate Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE) _____

SIGNATURE OF DISTRICT REPRESENTATIVE _____

DATE _____ TELEPHONE NUMBER _____

E-MAIL ADDRESS _____



S0802

MEANS OF TRANSPORTATION TO WORK BY SELECTED CHARACTERISTICS

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Santa Maria Joint Union High School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpooled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Workers 16 years and over	58,402	+/-1,115	40,805	+/-1,202	13,045
AGE					
16 to 19 years	3.7%	+/-0.6	3.0%	+/-0.6	5.7%
20 to 24 years	12.6%	+/-0.9	11.4%	+/-1.2	17.2%
25 to 44 years	46.7%	+/-1.1	44.9%	+/-1.6	53.5%
45 to 54 years	22.4%	+/-1.0	23.6%	+/-1.3	17.0%
55 to 59 years	6.8%	+/-0.7	8.0%	+/-0.9	3.0%
60 years and over	7.9%	+/-0.8	9.1%	+/-0.9	3.7%
Median age (years)	39.3	+/-0.5	41.0	+/-0.6	32.2
SEX					
Male	56.5%	+/-1.1	56.5%	+/-1.4	59.1%
Female	43.5%	+/-1.1	43.5%	+/-1.4	40.9%
RACE AND HISPANIC OR LATINO ORIGIN					
One race	97.8%	+/-0.4	97.5%	+/-0.5	98.6%
White	81.3%	+/-1.3	81.3%	+/-1.5	82.8%
Black or African American	1.4%	+/-0.6	1.5%	+/-0.8	0.8%
American Indian and Alaska Native	0.9%	+/-0.3	0.8%	+/-0.2	1.0%
Asian	5.0%	+/-0.5	5.6%	+/-0.8	2.5%
Native Hawaiian and Other Pacific Islander	0.2%	+/-0.1	0.1%	+/-0.1	0.0%
Some other race	9.0%	+/-1.1	8.2%	+/-1.1	11.4%
Two or more races	2.2%	+/-0.4	2.5%	+/-0.5	1.4%
Hispanic or Latino origin (of any race)	58.0%	+/-1.4	50.8%	+/-1.7	83.0%
White alone, not Hispanic or Latino	35.1%	+/-1.5	41.6%	+/-1.7	14.0%
NATIVITY AND CITIZENSHIP STATUS					
Native	59.8%	+/-1.7	68.3%	+/-1.7	31.2%
Foreign born	40.2%	+/-1.7	31.7%	+/-1.7	68.8%
Naturalized U.S. citizen	10.8%	+/-0.8	11.8%	+/-1.0	7.6%
Not a U.S. citizen	29.4%	+/-1.5	19.9%	+/-1.6	61.2%

Subject	Santa Maria Joint Union High School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpooled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH					
Speak language other than English	52.9%	+/-1.5	45.6%	+/-1.8	77.5%
Speak English "very well"	20.4%	+/-1.4	22.7%	+/-1.8	13.5%
Speak English less than "very well"	32.5%	+/-1.6	22.9%	+/-1.6	63.9%
EARNINGS IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS) FOR WORKERS					
Workers 16 years and over with earnings	58,390	+/-1,118	40,793	+/-1,204	13,045
\$1 to \$9,999 or less	14.7%	+/-1.0	12.1%	+/-1.0	18.6%
\$10,000 to \$14,999	11.4%	+/-1.1	9.0%	+/-1.0	19.5%
\$15,000 to \$24,999	22.3%	+/-1.1	18.6%	+/-1.3	34.2%
\$25,000 to \$34,999	14.1%	+/-0.9	16.0%	+/-1.2	9.6%
\$35,000 to \$49,999	12.5%	+/-0.9	14.5%	+/-1.1	6.9%
\$50,000 to \$64,999	9.1%	+/-0.7	11.2%	+/-1.0	4.0%
\$65,000 to \$74,999	3.8%	+/-0.5	4.7%	+/-0.7	1.1%
\$75,000 or more	11.9%	+/-0.9	14.0%	+/-1.1	6.2%
Median earnings (dollars)	25,731	+/-553	30,733	+/-904	17,506
POVERTY STATUS IN THE PAST 12 MONTHS					
Workers 16 years and over for whom poverty status is determined	58,402	+/-1,115	40,805	+/-1,202	13,045
Below 100 percent of the poverty level	7.9%	+/-0.9	5.8%	+/-0.9	12.9%
100 to 149 percent of the poverty level	13.4%	+/-1.4	9.2%	+/-1.1	26.0%
At or above 150 percent of the poverty level	78.7%	+/-1.5	85.0%	+/-1.2	61.1%
Workers 16 years and over	58,402	+/-1,115	40,805	+/-1,202	13,045
OCCUPATION					
Management, business, science, and arts occupations	23.2%	+/-1.0	26.7%	+/-1.4	12.3%
Service occupations	18.5%	+/-1.2	19.1%	+/-1.3	12.0%
Sales and office occupations	21.0%	+/-1.3	23.9%	+/-1.4	12.1%
Natural resources, construction, and maintenance occupations	25.1%	+/-1.4	18.2%	+/-1.2	52.5%
Production, transportation, and material moving occupations	11.9%	+/-0.9	11.8%	+/-1.0	11.0%
Military specific occupations	0.3%	+/-0.1	0.4%	+/-0.2	0.1%
INDUSTRY					
Agriculture, forestry, fishing and hunting, and mining	21.4%	+/-1.5	13.1%	+/-1.4	51.4%
Construction	5.9%	+/-0.6	6.5%	+/-0.8	5.3%
Manufacturing	7.4%	+/-0.7	8.7%	+/-0.9	3.8%
Wholesale trade	3.4%	+/-0.6	3.5%	+/-0.6	3.1%
Retail trade	9.1%	+/-0.8	10.5%	+/-1.1	4.4%
Transportation and warehousing, and utilities	4.0%	+/-0.6	4.7%	+/-0.8	2.1%
Information and finance and insurance, and real estate and rental and leasing	5.3%	+/-0.7	5.6%	+/-0.8	2.7%
Professional, scientific, management, and administrative and waste management services	7.6%	+/-0.7	7.7%	+/-0.9	7.1%
Educational services, and health care and social assistance	17.0%	+/-1.2	19.4%	+/-1.5	8.2%
Arts, entertainment, and recreation, and accommodation and food services	8.7%	+/-0.8	8.7%	+/-1.1	5.7%
Other services (except public administration)	4.3%	+/-0.6	4.7%	+/-0.7	2.3%
Public administration	5.0%	+/-0.6	5.7%	+/-0.8	3.7%
Armed forces	0.9%	+/-0.3	1.1%	+/-0.4	0.3%
CLASS OF WORKER					
Private wage and salary workers	79.2%	+/-1.0	77.3%	+/-1.4	88.5%
Government workers	14.1%	+/-0.9	16.4%	+/-1.1	8.3%

Subject	Santa Maria Joint Union High School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpooled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Self-employed workers in own not incorporated business	6.6%	+/-0.7	6.2%	+/-0.8	3.1%
Unpaid family workers	0.1%	+/-0.1	0.1%	+/-0.1	0.1%
PLACE OF WORK					
Worked in state of residence	99.9%	+/-0.1	99.9%	+/-0.1	99.9%
Worked in county of residence	87.3%	+/-1.0	86.7%	+/-1.1	86.4%
Worked outside county of residence	12.5%	+/-1.0	13.2%	+/-1.1	13.5%
Worked outside state of residence	0.1%	+/-0.1	0.1%	+/-0.1	0.1%
Workers 16 years and over who did not work at home	56,735	+/-1,094	40,805	+/-1,202	13,045
TIME LEAVING HOME TO GO TO WORK					
12:00 a.m. to 4:59 a.m.	4.9%	+/-0.6	5.0%	+/-0.7	3.4%
5:00 a.m. to 5:29 a.m.	5.3%	+/-0.7	4.6%	+/-0.6	7.3%
5:30 a.m. to 5:59 a.m.	8.2%	+/-1.0	6.7%	+/-0.9	13.0%
6:00 a.m. to 6:29 a.m.	15.7%	+/-1.3	11.6%	+/-1.1	29.4%
6:30 a.m. to 6:59 a.m.	11.1%	+/-1.2	9.6%	+/-1.0	16.9%
7:00 a.m. to 7:29 a.m.	12.3%	+/-1.1	14.1%	+/-1.2	8.0%
7:30 a.m. to 7:59 a.m.	10.9%	+/-0.8	12.5%	+/-1.2	6.2%
8:00 a.m. to 8:29 a.m.	7.9%	+/-0.8	8.8%	+/-1.0	5.0%
8:30 a.m. to 8:59 a.m.	3.5%	+/-0.5	4.2%	+/-0.6	1.7%
9:00 a.m. to 11:59 p.m.	20.2%	+/-1.4	22.8%	+/-1.5	9.0%
TRAVEL TIME TO WORK					
Less than 10 minutes	15.4%	+/-1.2	17.9%	+/-1.4	8.5%
10 to 14 minutes	20.4%	+/-1.5	23.8%	+/-1.6	11.6%
15 to 19 minutes	19.0%	+/-1.4	19.1%	+/-1.5	19.1%
20 to 24 minutes	13.5%	+/-1.2	12.3%	+/-1.2	17.5%
25 to 29 minutes	4.3%	+/-0.7	4.1%	+/-0.7	4.8%
30 to 34 minutes	12.7%	+/-1.2	9.9%	+/-0.9	22.1%
35 to 44 minutes	4.3%	+/-0.6	4.2%	+/-0.7	4.6%
45 to 59 minutes	4.7%	+/-0.8	4.0%	+/-0.7	4.5%
60 or more minutes	5.6%	+/-0.9	4.6%	+/-0.7	7.2%
Mean travel time to work (minutes)	N	N	N	N	N
Workers 16 years and over in households	58,316	+/-1,114	40,786	+/-1,211	13,044
HOUSING TENURE					
Owner-occupied housing units	55.7%	+/-1.8	62.9%	+/-2.0	34.4%
Renter-occupied housing units	44.3%	+/-1.8	37.1%	+/-2.0	65.6%
VEHICLES AVAILABLE					
No vehicle available	2.4%	+/-0.6	1.0%	+/-0.4	4.1%
1 vehicle available	17.3%	+/-1.3	14.7%	+/-1.5	23.5%
2 vehicles available	38.5%	+/-1.9	40.1%	+/-2.1	35.1%
3 or more vehicles available	41.9%	+/-1.9	44.1%	+/-2.2	37.3%
PERCENT IMPUTED					
Means of transportation to work	4.8%	(X)	(X)	(X)	(X)
Time leaving home to go to work	10.9%	(X)	(X)	(X)	(X)
Travel time to work	10.2%	(X)	(X)	(X)	(X)
Vehicles available	0.8%	(X)	(X)	(X)	(X)

Subject	Santa Maria Joint Union High School District, California		
	Car, truck, or van -- carpooled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
Workers 16 years and over	+/-929	1,236	+/-270
AGE			
16 to 19 years	+/-1.4	5.7%	+/-3.9
20 to 24 years	+/-2.6	11.9%	+/-6.6
25 to 44 years	+/-3.1	45.6%	+/-10.2
45 to 54 years	+/-2.7	25.2%	+/-8.4
55 to 59 years	+/-0.9	4.9%	+/-4.1
60 years and over	+/-1.3	6.8%	+/-4.9
Median age (years)	+/-0.9	34.7	+/-6.5
SEX			
Male	+/-2.7	49.0%	+/-9.7
Female	+/-2.7	51.0%	+/-9.7
RACE AND HISPANIC OR LATINO ORIGIN			
One race	+/-0.8	96.9%	+/-2.4
White	+/-2.9	75.3%	+/-9.0
Black or African American	+/-0.4	1.6%	+/-1.7
American Indian and Alaska Native	+/-0.6	4.6%	+/-4.1
Asian	+/-0.9	7.0%	+/-4.7
Native Hawaiian and Other Pacific Islander	+/-0.1	2.0%	+/-2.5
Some other race	+/-2.5	6.3%	+/-3.7
Two or more races	+/-0.8	3.1%	+/-2.4
Hispanic or Latino origin (of any race)	+/-2.6	47.7%	+/-9.3
White alone, not Hispanic or Latino	+/-2.4	37.1%	+/-8.2
NATIVITY AND CITIZENSHIP STATUS			
Native	+/-4.2	69.0%	+/-9.2
Foreign born	+/-4.2	31.0%	+/-9.2
Naturalized U.S. citizen	+/-1.9	9.8%	+/-6.4
Not a U.S. citizen	+/-4.2	21.2%	+/-7.9
LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH			
Speak language other than English	+/-3.1	45.2%	+/-9.3
Speak English "very well"	+/-3.0	17.2%	+/-7.1
Speak English less than "very well"	+/-4.3	28.0%	+/-9.7
EARNINGS IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS) FOR WORKERS			
Workers 16 years and over with earnings	+/-929	1,236	+/-270
\$1 to \$9,999 or loss	+/-3.0	23.5%	+/-7.9
\$10,000 to \$14,999	+/-2.9	13.4%	+/-6.7
\$15,000 to \$24,999	+/-3.5	21.5%	+/-6.1
\$25,000 to \$34,999	+/-1.8	8.3%	+/-5.3
\$35,000 to \$49,999	+/-1.4	14.2%	+/-6.1
\$50,000 to \$64,999	+/-1.1	1.6%	+/-1.8
\$65,000 to \$74,999	+/-0.5	8.7%	+/-5.3
\$75,000 or more	+/-1.4	8.7%	+/-5.4
Median earnings (dollars)	+/-745	20,000	+/-5,097
POVERTY STATUS IN THE PAST 12 MONTHS			
Workers 16 years and over for whom poverty status is determined	+/-929	1,236	+/-270
Below 100 percent of the poverty level	+/-2.7	12.6%	+/-5.7

Subject	Santa Maria Joint Union High School District, California		
	Car, truck, or van -- carpooled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
100 to 149 percent of the poverty level	+/-4.1	13.8%	+/-6.0
At or above 150 percent of the poverty level	+/-4.6	73.6%	+/-7.3
Workers 16 years and over	+/-929	1,236	+/-270
OCCUPATION			
Management, business, science, and arts occupations	+/-2.0	22.1%	+/-9.1
Service occupations	+/-2.4	28.6%	+/-8.9
Sales and office occupations	+/-2.3	23.9%	+/-9.2
Natural resources, construction, and maintenance occupations	+/-4.6	13.3%	+/-10.1
Production, transportation, and material moving occupations	+/-2.3	12.1%	+/-5.7
Military specific occupations	+/-0.1	0.0%	+/-3.0
INDUSTRY			
Agriculture, forestry, fishing and hunting, and mining	+/-4.6	12.8%	+/-10.8
Construction	+/-1.5	1.1%	+/-1.7
Manufacturing	+/-1.2	9.9%	+/-6.1
Wholesale trade	+/-1.7	0.9%	+/-1.5
Retail trade	+/-1.3	9.1%	+/-6.0
Transportation and warehousing, and utilities	+/-0.8	0.0%	+/-3.0
Information and finance and insurance, and real estate and rental and leasing	+/-1.4	5.0%	+/-3.5
Professional, scientific, management, and administrative and waste management services	+/-1.6	8.2%	+/-5.3
Educational services, and health care and social assistance	+/-2.0	14.8%	+/-7.3
Arts, entertainment, and recreation, and accommodation and food services	+/-1.5	29.0%	+/-10.2
Other services (except public administration)	+/-0.8	7.6%	+/-5.0
Public administration	+/-1.3	1.5%	+/-1.9
Armed forces	+/-0.3	0.0%	+/-3.0
CLASS OF WORKER			
Private wage and salary workers	+/-2.3	89.8%	+/-6.2
Government workers	+/-2.0	9.7%	+/-6.2
Self-employed workers in own not incorporated business	+/-0.9	0.5%	+/-0.9
Unpaid family workers	+/-0.1	0.0%	+/-3.0
PLACE OF WORK			
Worked in state of residence	+/-0.2	99.4%	+/-1.1
Worked in county of residence	+/-2.4	88.6%	+/-9.2
Worked outside county of residence	+/-2.4	10.8%	+/-9.3
Worked outside state of residence	+/-0.2	0.6%	+/-1.1
Workers 16 years and over who did not work at home	+/-929	1,236	+/-270
TIME LEAVING HOME TO GO TO WORK			
12:00 a.m. to 4:59 a.m.	+/-2.0	13.8%	+/-7.0
5:00 a.m. to 5:29 a.m.	+/-2.2	9.5%	+/-9.1
5:30 a.m. to 5:59 a.m.	+/-3.2	7.3%	+/-5.4
6:00 a.m. to 6:29 a.m.	+/-3.7	11.2%	+/-5.1
6:30 a.m. to 6:59 a.m.	+/-3.9	6.7%	+/-4.8
7:00 a.m. to 7:29 a.m.	+/-2.1	1.4%	+/-1.7
7:30 a.m. to 7:59 a.m.	+/-1.5	6.4%	+/-4.9
8:00 a.m. to 8:29 a.m.	+/-1.5	7.0%	+/-5.4
8:30 a.m. to 8:59 a.m.	+/-0.9	0.2%	+/-0.3
9:00 a.m. to 11:59 p.m.	+/-2.0	36.7%	+/-10.4

Subject	Santa Maria Joint Union High School District, California		
	Car, truck, or van -- carpooled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
TRAVEL TIME TO WORK			
Less than 10 minutes	+/-2.4	0.6%	+/-1.1
10 to 14 minutes	+/-2.6	5.7%	+/-4.7
15 to 19 minutes	+/-3.8	9.7%	+/-6.0
20 to 24 minutes	+/-3.0	8.3%	+/-5.0
25 to 29 minutes	+/-1.5	4.1%	+/-3.9
30 to 34 minutes	+/-3.8	4.2%	+/-3.9
35 to 44 minutes	+/-1.5	8.3%	+/-5.7
45 to 59 minutes	+/-1.9	32.0%	+/-13.5
60 or more minutes	+/-2.4	27.0%	+/-8.5
Mean travel time to work (minutes)	N	N	N
Workers 16 years and over in households			
	+/-929	1,230	+/-270
HOUSING TENURE			
Owner-occupied housing units	+/-4.7	51.1%	+/-10.9
Renter-occupied housing units	+/-4.7	48.9%	+/-10.9
VEHICLES AVAILABLE			
No vehicle available	+/-2.0	14.3%	+/-7.3
1 vehicle available	+/-3.7	15.9%	+/-8.0
2 vehicles available	+/-4.5	42.1%	+/-12.3
3 or more vehicles available	+/-4.1	27.6%	+/-9.7
PERCENT IMPUTED			
Means of transportation to work	(X)	(X)	(X)
Time leaving home to go to work	(X)	(X)	(X)
Travel time to work	(X)	(X)	(X)
Vehicles available	(X)	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry codes are 4-digit codes and are based on the North American Industry Classification System 2007. The Industry categories adhere to the guidelines issued in Clarification Memorandum No. 2, "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



DP04

SELECTED HOUSING CHARACTERISTICS

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Santa Maria Joint Union High School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
HOUSING OCCUPANCY				
Total housing units	43,972	+/-589	43,972	(X)
Occupied housing units	41,530	+/-639	94.4%	+/-0.8
Vacant housing units	2,442	+/-350	5.6%	+/-0.8
Homeowner vacancy rate	1.6	+/-0.7	(X)	(X)
Rental vacancy rate	4.0	+/-1.0	(X)	(X)
UNITS IN STRUCTURE				
Total housing units	43,972	+/-589	43,972	(X)
1-unit, detached	29,729	+/-655	67.6%	+/-1.1
1-unit, attached	1,900	+/-217	4.3%	+/-0.5
2 units	993	+/-208	2.3%	+/-0.5
3 or 4 units	2,218	+/-324	5.0%	+/-0.7
5 to 9 units	2,603	+/-289	5.9%	+/-0.7
10 to 19 units	1,871	+/-283	4.3%	+/-0.6
20 or more units	1,662	+/-198	3.8%	+/-0.5
Mobile home	2,972	+/-237	6.8%	+/-0.5
Boat, RV, van, etc.	24	+/-13	0.1%	+/-0.1
YEAR STRUCTURE BUILT				
Total housing units	43,972	+/-589	43,972	(X)
Built 2010 or later	86	+/-68	0.2%	+/-0.2
Built 2000 to 2009	6,424	+/-398	14.6%	+/-0.9
Built 1990 to 1999	5,063	+/-415	11.5%	+/-0.9
Built 1980 to 1989	10,127	+/-536	23.0%	+/-1.3
Built 1970 to 1979	6,791	+/-447	15.4%	+/-1.0
Built 1960 to 1969	7,543	+/-445	17.2%	+/-1.0
Built 1950 to 1959	4,482	+/-430	10.2%	+/-1.0
Built 1940 to 1949	1,454	+/-224	3.3%	+/-0.5
Built 1939 or earlier	2,002	+/-273	4.6%	+/-0.6
ROOMS				
Total housing units	43,972	+/-589	43,972	(X)
1 room	948	+/-236	2.2%	+/-0.5
2 rooms	1,330	+/-231	3.0%	+/-0.5

Subject	Santa Maria Joint Union High School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
3 rooms	2,986	+/-312	6.8%	+/-0.7
4 rooms	8,196	+/-505	18.6%	+/-1.1
5 rooms	10,624	+/-590	24.2%	+/-1.3
6 rooms	9,174	+/-655	20.9%	+/-1.4
7 rooms	5,184	+/-475	11.8%	+/-1.1
8 rooms	3,305	+/-362	7.5%	+/-0.8
9 rooms or more	2,225	+/-300	5.1%	+/-0.7
Median rooms	5.3	+/-0.1	(X)	(X)
BEDROOMS				
Total housing units	43,972	+/-589	43,972	(X)
No bedroom	1,110	+/-243	2.5%	+/-0.5
1 bedroom	3,359	+/-314	7.6%	+/-0.7
2 bedrooms	10,697	+/-485	24.3%	+/-1.0
3 bedrooms	19,566	+/-640	44.5%	+/-1.3
4 bedrooms	7,781	+/-510	17.7%	+/-1.1
5 or more bedrooms	1,459	+/-299	3.3%	+/-0.7
HOUSING TENURE				
Occupied housing units	41,530	+/-639	41,530	(X)
Owner-occupied	24,346	+/-623	58.6%	+/-1.3
Renter-occupied	17,184	+/-624	41.4%	+/-1.3
Average household size of owner-occupied unit	3.11	+/-0.06	(X)	(X)
Average household size of renter-occupied unit	3.76	+/-0.12	(X)	(X)
YEAR HOUSEHOLDER MOVED INTO UNIT				
Occupied housing units	41,530	+/-639	41,530	(X)
Moved in 2010 or later	4,325	+/-386	10.4%	+/-0.9
Moved in 2000 to 2009	22,413	+/-695	54.0%	+/-1.4
Moved in 1990 to 1999	7,490	+/-539	18.0%	+/-1.3
Moved in 1980 to 1989	4,015	+/-387	9.7%	+/-0.9
Moved in 1970 to 1979	1,848	+/-258	4.4%	+/-0.6
Moved in 1969 or earlier	1,439	+/-215	3.5%	+/-0.5
VEHICLES AVAILABLE				
Occupied housing units	41,530	+/-639	41,530	(X)
No vehicles available	2,582	+/-343	6.2%	+/-0.8
1 vehicle available	12,025	+/-620	29.0%	+/-1.4
2 vehicles available	16,089	+/-704	38.7%	+/-1.6
3 or more vehicles available	10,834	+/-520	26.1%	+/-1.2
HOUSE HEATING FUEL				
Occupied housing units	41,530	+/-639	41,530	(X)
Utility gas	33,078	+/-650	79.6%	+/-1.2
Bottled, tank, or LP gas	625	+/-129	1.5%	+/-0.3
Electricity	6,005	+/-464	14.5%	+/-1.0
Fuel oil, kerosene, etc.	36	+/-40	0.1%	+/-0.1
Coal or coke	0	+/-30	0.0%	+/-0.1
Wood	321	+/-130	0.8%	+/-0.3
Solar energy	9	+/-11	0.0%	+/-0.1
Other fuel	19	+/-19	0.0%	+/-0.1
No fuel used	1,437	+/-246	3.5%	+/-0.6
SELECTED CHARACTERISTICS				
Occupied housing units	41,530	+/-639	41,530	(X)
Lacking complete plumbing facilities	211	+/-115	0.5%	+/-0.3
Lacking complete kitchen facilities	241	+/-113	0.6%	+/-0.3
No telephone service available	771	+/-186	1.9%	+/-0.4

Subject	Santa Maria Joint Union High School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
OCCUPANTS PER ROOM				
Occupied housing units	41,530	+/-639	41,530	(X)
1.00 or less	35,589	+/-690	85.7%	+/-0.9
1.01 to 1.50	3,590	+/-343	8.6%	+/-0.8
1.51 or more	2,351	+/-268	5.7%	+/-0.7
VALUE				
Owner-occupied units	24,346	+/-623	24,346	(X)
Less than \$50,000	1,357	+/-239	5.6%	+/-0.9
\$50,000 to \$99,999	1,105	+/-205	4.5%	+/-0.8
\$100,000 to \$149,999	1,242	+/-184	5.1%	+/-0.7
\$150,000 to \$199,999	2,345	+/-286	9.6%	+/-1.2
\$200,000 to \$299,999	6,819	+/-436	28.0%	+/-1.6
\$300,000 to \$499,999	8,616	+/-514	35.4%	+/-2.0
\$500,000 to \$999,999	2,455	+/-278	10.1%	+/-1.1
\$1,000,000 or more	407	+/-120	1.7%	+/-0.5
Median (dollars)	291,100	+/-5,810	(X)	(X)
MORTGAGE STATUS				
Owner-occupied units	24,346	+/-623	24,346	(X)
Housing units with a mortgage	17,545	+/-654	72.1%	+/-1.8
Housing units without a mortgage	6,801	+/-451	27.9%	+/-1.8
SELECTED MONTHLY OWNER COSTS (SMOC)				
Housing units with a mortgage	17,545	+/-654	17,545	(X)
Less than \$300	32	+/-27	0.2%	+/-0.2
\$300 to \$499	156	+/-68	0.9%	+/-0.4
\$500 to \$699	362	+/-101	2.1%	+/-0.6
\$700 to \$999	1,157	+/-216	6.6%	+/-1.2
\$1,000 to \$1,499	2,744	+/-293	15.6%	+/-1.6
\$1,500 to \$1,999	4,639	+/-464	26.4%	+/-2.4
\$2,000 or more	8,455	+/-541	48.2%	+/-2.4
Median (dollars)	1,965	+/-45	(X)	(X)
Housing units without a mortgage	6,801	+/-451	6,801	(X)
Less than \$100	153	+/-66	2.2%	+/-1.0
\$100 to \$199	506	+/-121	7.4%	+/-1.7
\$200 to \$299	1,050	+/-181	15.4%	+/-2.4
\$300 to \$399	1,218	+/-210	17.9%	+/-2.8
\$400 or more	3,874	+/-330	57.0%	+/-3.4
Median (dollars)	443	+/-20	(X)	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (SMOCAPI)				
Housing units with a mortgage (excluding units where SMOCAPI cannot be computed)	17,495	+/-644	17,495	(X)
Less than 20.0 percent	3,869	+/-354	22.1%	+/-2.0
20.0 to 24.9 percent	2,276	+/-318	13.0%	+/-1.7
25.0 to 29.9 percent	2,720	+/-369	15.5%	+/-2.0
30.0 to 34.9 percent	1,831	+/-239	10.5%	+/-1.2
35.0 percent or more	6,799	+/-424	38.9%	+/-2.0
Not computed	50	+/-48	(X)	(X)
Housing unit without a mortgage (excluding units where SMOCAPI cannot be computed)	6,765	+/-443	6,765	(X)
Less than 10.0 percent	2,663	+/-295	39.4%	+/-3.4
10.0 to 14.9 percent	1,292	+/-183	19.1%	+/-2.7
15.0 to 19.9 percent	837	+/-164	12.4%	+/-2.1

Subject	Santa Maria Joint Union High School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
20.0 to 24.9 percent	408	+/-118	6.0%	+/-1.7
25.0 to 29.9 percent	292	+/-100	4.3%	+/-1.5
30.0 to 34.9 percent	230	+/-72	3.4%	+/-1.0
35.0 percent or more	1,043	+/-228	15.4%	+/-3.1
Not computed	36	+/-28	(X)	(X)
GROSS RENT				
Occupied units paying rent	16,712	+/-604	16,712	(X)
Less than \$200	202	+/-110	1.2%	+/-0.7
\$200 to \$299	368	+/-118	2.2%	+/-0.7
\$300 to \$499	709	+/-182	4.2%	+/-1.1
\$500 to \$749	1,552	+/-243	9.3%	+/-1.5
\$750 to \$999	3,484	+/-353	20.8%	+/-1.9
\$1,000 to \$1,499	5,635	+/-554	33.7%	+/-3.2
\$1,500 or more	4,762	+/-438	28.5%	+/-2.3
Median (dollars)	1,149	+/-23	(X)	(X)
No rent paid	472	+/-129	(X)	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRAPI)				
Occupied units paying rent (excluding units where GRAPI cannot be computed)	16,508	+/-596	16,508	(X)
Less than 15.0 percent	1,111	+/-222	6.7%	+/-1.3
15.0 to 19.9 percent	1,918	+/-321	11.6%	+/-1.8
20.0 to 24.9 percent	2,061	+/-305	12.5%	+/-1.9
25.0 to 29.9 percent	1,931	+/-306	11.7%	+/-1.9
30.0 to 34.9 percent	1,848	+/-260	11.2%	+/-1.6
35.0 percent or more	7,639	+/-596	46.3%	+/-2.9
Not computed	676	+/-144	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The median gross rent excludes no cash renters.

In prior years, the universe included all owner-occupied units with a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all owner-occupied units without a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all renter-occupied units. It is now restricted to include only those units where GRAPI is computed, that is, gross rent and household income are valid values.

The 2007, 2008, 2009, 2010, 2011, and 2012 plumbing data for Puerto Rico will not be shown. Research indicates that the questions on plumbing facilities that were introduced in 2008 in the stateside American Community Survey and the 2008 Puerto Rico Community Survey may not have been appropriate for Puerto Rico.

Median calculations for base table sourcing VAL, MHC, SMOC, and TAX should exclude zero values.

Telephone service data are not available for certain geographic areas due to problems with data collection. See Errata Note #93 for details.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



Use of Developer Fees:

A School District can use the revenue collected on residential and commercial/industrial construction for the purposes listed below:

- Purchase or lease of interim school facilities to house students generated by new development pending the construction of permanent facilities.
- Purchase or lease of land for school facilities for such students.
- Acquisition of school facilities for such students, including:
 - Construction
 - Modernization/reconstruction
 - Architectural and engineering costs
 - Permits and plan checking
 - Testing and inspection
 - Furniture, Equipment and Technology for use in school facilities
- Legal and other administrative costs related to the provision of such new facilities
- Administration of the collection of, and justification for, such fees, and
- Any other purpose arising from the process of providing facilities for students generated by new development.

Following is an excerpt from the Education Code that states the valid uses of the Level 1 developer fees. It refers to construction and reconstruction. The term reconstruction was originally used in the Leroy Greene program. The term modernization is currently used in the 1998 State Building Program and represents the same scope of work used in the original reconstruction projects.

Ed Code Section 17620. (a) (1) The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code. This fee, charge, dedication, or other requirement may be applied to construction only as follows: ...

The limitations referred to in this text describe the maximum amounts that can be charged for residential and commercial/industrial projects and any projects that qualify for exemptions. They do not limit the use of the funds received.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 24, 2018

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

A historical comparison of the assessment rates for development fees for 2014 and 2016 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 8.78, during the two year period from January 2016 to January 2018, requiring the assessment for development fees to be adjusted as follows beginning January 2018:

	<u>2014</u>	<u>2016</u>	<u>2018</u>
Residential	\$3.36	\$3.48	\$3.79
Commercial/Industrial	\$0.54	\$0.56	\$0.61

RECOMMENDATION

Increase the 2018 maximum Level I assessment for development in the amount of 8.78 percent using the RS Means Index to be effective immediately.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 24, 2018

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

PURPOSE OF REPORT

To adopt the annual adjustment in the School Facility Program (SFP) grants based on the change in construction costs pursuant to the Education Code (EC) and SFP Regulations.

DESCRIPTION

This item presents the State Allocation Board (Board) with the annual adjustment to the SFP grants based on the statewide cost index for Class B construction. Each year the Board adjusts the SFP grants to reflect construction cost changes. In January 2016, the Board adopted the RS Means index for 2016 and future years. This item presents the 2018 annual adjustment to SFP grants based on the RS Means index.

AUTHORITY

See Attachment A.

STAFF ANALYSIS/STATEMENTS

At the January 2016 meeting, the Board adopted an increase to the SFP grants using the RS Means Construction Cost Index (CCI) as the statewide cost index for Class B construction.

The current rate of change between 2017 and 2018 for the RS Means Class B CCI is 4.17 percent. The chart below reflects the amounts previously adopted for 2017 compared to the potential amount for the new construction base grants.

			RS Means 4.17%
Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	Potential Grant Per Pupil Effective 1-1-18
Elementary	1859.71	\$11,104	\$11,567
Middle	1859.71	\$11,744	\$12,234
High	1859.71	\$14,944	\$15,567
Special Day Class – Severe	1859.71.1	\$31,202	\$32,503
Special Day Class – Non-Severe	1859.71.1	\$20,867	\$21,737

STAFF ANALYSIS/STATEMENTS (cont.)

The following chart shows the amounts previously adopted compared to the potential amount for the modernization base grants.

			RS Means 4.17%
Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	<i>Potential Grant Per Pupil Effective 1-1-18</i>
Elementary	1859.78	\$4,228	\$4,404
Middle	1859.78	\$4,472	\$4,658
High	1859.78	\$5,855	\$6,099
Special Day Class – Severe	1859.78.3	\$13,475	\$14,037
Special Day Class – Non-Severe	1859.78.3	\$9,015	\$9,391

In addition, the CCI adjustment would increase the threshold amount for Government Code Section 66452.6(a)(2) for the period of one year commencing March 1, 2018. The following chart shows the amount previously adopted for 2017 compared to the resulting threshold amount, upon approval of the proposed 2018 CCI adjustment:

	RS Means Effective 3-1-2017	RS Means Potential 3-1-2018
Resulting Amount	\$279,571	\$291,229

RECOMMENDATION

Adopt the increase of 4.17 percent for the 2018 SFP grants based on the RS Means Construction Cost Index as shown in Attachment B.

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS
State Allocation Board Meeting, January 24, 2018

Grant Amount Adjustments

		Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	Current Adjusted Grant Per Pupil Effective 1-1-18
New Construction	Elementary	1859.71	\$11,104	\$11,567
	Middle	1859.71	\$11,744	\$12,234
	High	1859.71	\$14,944	\$15,567
	Special Day Class – Severe	1859.71.1	\$31,202	\$32,503
	Special Day Class – Non-Severe	1859.71.1	\$20,867	\$21,737
	Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$13	\$14
	Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$18	\$19
	Automatic Fire Detection/Alarm System – High	1859.71.2	\$30	\$31
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$56	\$58
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$39	\$41
	Automatic Sprinkler System – Elementary	1859.71.2	\$186	\$194
	Automatic Sprinkler System – Middle	1859.71.2	\$221	\$230
	Automatic Sprinkler System – High	1859.71.2	\$230	\$240
	Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$588	\$613
	Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$395	\$411
	Modernization	Elementary	1859.78	\$4,228
Middle		1859.78	\$4,472	\$4,658
High		1859.78	\$5,855	\$6,099
Special Day Class - Severe		1859.78.3	\$13,475	\$14,037
Special Day Class – Non-Severe		1859.78.3	\$9,015	\$9,391
State Special School – Severe		1859.78	\$22,460	\$23,397
Automatic Fire Detection/Alarm System – Elementary		1859.78.4	\$137	\$143
Automatic Fire Detection/Alarm System – Middle		1859.78.4	\$137	\$143
Automatic Fire Detection/Alarm System – High		1859.78.4	\$137	\$143
Automatic Fire Detection/Alarm System – Special Day Class – Severe		1859.78.4	\$378	\$394
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe		1859.78.4	\$253	\$264
Over 50 Years Old – Elementary		1859.78.6	\$5,874	\$6,119
Over 50 Years Old – Middle		1859.78.6	\$6,212	\$6,471
Over 50 Years Old – High		1859.78.6	\$8,132	\$8,471
Over 50 Years Old – Special Day Class – Severe		1859.78.6	\$18,721	\$19,502
Over 50 Years Old – Special Day Class – Non-Severe		1859.78.6	\$12,519	\$13,041
Over 50 Years Old – State Special School – Severe		1859.78.6	\$31,201	\$32,502

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS
January 2018

Grant Amount Adjustments

New Construction / Modernization / Joint-Use	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	Current Adjusted Grant Per Pupil Effective 1-1-18
Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82 1859.125 1859.125.1	\$182	\$190
Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82 1859.125 1859.125.1	\$326	\$340
New Construction Only			
Parking Spaces	1859.76	\$14,120	\$14,709
General Site Grant (per acre for additional acreage being acquired)	1859.76	\$18,073	\$18,827
Project Assistance (for school district with less than 2,500 pupils)	1859.73.1	\$6,791	\$7,074
Modernization Only			
Two-stop Elevator	1859.83	\$112,957	\$117,667
Additional Stop	1859.83	\$20,333	\$21,181
Project Assistance (for school district with less than 2,500 pupils)	1859.78.2	\$3,621	\$3,772
Facility Hardship / Rehabilitation			
Current Replacement Cost - Other (per square foot)	1859.2	\$362	\$377
Current Replacement Cost - Toilets (per square foot)	1859.2	\$653	\$680
Interim Housing – Financial Hardship (per classroom)	1859.81	\$37,231	\$38,784
Charter School Facilities Program - Preliminary Apportionment Amounts			
Charter School Elementary	1859.163.1	\$11,161	\$11,626
Charter School Middle	1859.163.1	\$11,816	\$12,309
Charter School High	1859.163.1	\$14,997	\$15,622
Charter School Special Day Class - Severe	1859.163.1	\$31,351	\$32,658
Charter School Special Day Class - Non-Severe	1859.163.1	\$20,966	\$21,840
Charter School Two-stop Elevator	1859.163.5	\$94,131	\$98,056
Charter School Additional Stop	1859.163.5	\$16,943	\$17,650



Determination of Average State allowed amounts for Site Development Costs

Elementary Schools			Original	Inflation	2009 Adjusted	Project	2009	
District	Project #	Acres	OPSC Site Development	Factor	Site Development	Year	Cost/Acre	
Davis Jt Unified	3	9.05	\$532,282	38.4%	\$1,473,469	2004	\$162,814	
Dry Creek Jt Elem	2	8.5	\$516,347	46.2%	\$1,509,322	2002	\$177,567	
Dry Creek Jt Elem	5	11.06	\$993,868	20.1%	\$2,387,568	2006	\$215,874	
Elk Grove Unified	5	12.17	\$556,011	48.2%	\$1,648,316	2001	\$135,441	
Elk Grove Unified	10	11	\$690,120	48.2%	\$2,045,888	2001	\$185,990	
Elk Grove Unified	11	10	\$702,127	48.2%	\$2,081,483	2001	\$208,148	
Elk Grove Unified	14	10	\$732,837	46.2%	\$2,142,139	2002	\$214,214	
Elk Grove Unified	16	9.86	\$570,198	46.2%	\$1,666,733	2002	\$169,040	
Elk Grove Unified	17	10	\$542,662	46.2%	\$1,586,243	2002	\$158,624	
Elk Grove Unified	20	10	\$710,730	43.2%	\$2,034,830	2003	\$203,483	
Elk Grove Unified	25	10	\$645,923	38.4%	\$1,788,052	2004	\$178,805	
Elk Grove Unified	28	10.03	\$856,468	24.4%	\$2,130,974	2005	\$212,460	
Elk Grove Unified	39	9.91	\$1,007,695	20.1%	\$2,420,785	2006	\$244,277	
Folsom-Cordova Unified	1	9.79	\$816,196	20.1%	\$1,960,747	2006	\$200,281	
Folsom-Cordova Unified	4	7.5	\$455,908	46.2%	\$1,332,654	2002	\$177,687	
Folsom-Cordova Unified	5	8	\$544,213	46.2%	\$1,590,776	2002	\$198,847	
Folsom-Cordova Unified	8	8.97	\$928,197	11.2%	\$2,063,757	2007	\$230,073	
Galt Jt Union Elem	2	10.1	\$1,033,044	38.4%	\$2,859,685	2004	\$283,137	
Lincoln Unified	1	9.39	\$433,498	46.2%	\$1,267,148	2002	\$134,947	
Lodi Unified	3	11.2	\$555,999	46.2%	\$1,625,228	2002	\$145,110	
Lodi Unified	10	11.42	\$1,245,492	46.2%	\$3,640,669	2002	\$318,798	
Lodi Unified	19	9.93	\$999,164	11.2%	\$2,221,545	2007	\$223,721	
Lodi Unified	22	10	\$1,416,212	7.7%	\$3,051,426	2008	\$305,143	
Natomas Unified	6	8.53	\$685,284	46.2%	\$2,003,138	2002	\$234,834	
Natomas Unified	10	9.83	\$618,251	43.2%	\$1,770,061	2003	\$180,067	
Natomas Unified	12	9.61	\$735,211	24.4%	\$1,829,275	2005	\$190,351	
Rocklin Unified	8	10.91	\$593,056	46.2%	\$1,733,548	2002	\$158,895	
Stockton Unified	1	12.66	\$1,462,232	7.7%	\$3,150,582	2008	\$248,861	
Stockton Unified	2	10.5	\$781,675	43.2%	\$2,237,946	2003	\$213,138	
Stockton Unified	6	12.48	\$1,136,704	20.1%	\$2,730,703	2006	\$218,806	
Tracy Jt Unified	4	10	\$618,254	46.2%	\$1,807,204	2002	\$180,720	
Tracy Jt Unified	10	10	\$573,006	38.4%	\$1,586,202	2004	\$158,620	
Washington Unified	1	8	\$446,161	46.2%	\$1,304,163	2002	\$163,020	
Washington Unified	4	10.76	\$979,085	7.7%	\$2,109,575	2008	\$196,057	
Totals		341.16			\$68,791,833	Average	\$201,641	2018 Adjustment \$248,896
Middle and High Schools			Original	Inflation	2009 Adjusted	Project	2009	
District	Project #	Acres	OPSC Site Development	Factor	Site Development	Year	Cost/Acre	
Western Placer Unified	4	19.3	\$5,973,312	24.4%	\$7,431,085	2005	\$385,030	
Roseville City Elem	2	21.6	\$1,780,588	48.2%	\$2,639,311	2000	\$122,190	
Elk Grove Unified	4	66.2	\$8,659,494	48.2%	\$12,835,704	2000	\$193,893	
Elk Grove Unified	13	76.4	\$9,791,732	48.2%	\$14,513,986	2001	\$189,974	
Elk Grove Unified	18	84.3	\$13,274,562	43.2%	\$19,002,626	2003	\$225,417	
Grant Jt Union High	2	24	\$2,183,840	48.2%	\$3,237,039	2000	\$134,877	
Center Unified	1	21.2	\$1,944,310	46.2%	\$2,841,684	2002	\$134,042	
Lodi Unified	2	13.4	\$1,076,844	46.2%	\$1,573,849	2002	\$117,451	
Lodi Unified	6	13.4	\$2,002,164	46.2%	\$2,926,240	2002	\$218,376	
Galt Jt Union Elem	1	24.9	\$2,711,360	46.2%	\$3,962,757	2002	\$159,147	
Tahoe Truckee Unified	2	24	\$2,752,632	43.2%	\$3,940,412	2003	\$164,184	
Davis Unified	5	23.3	\$3,814,302	43.2%	\$5,460,199	2003	\$234,343	
Woodland Unified	3	50.2	\$8,664,700	46.2%	\$12,663,792	2002	\$252,267	
Sacramento City Unified	1	35.2	\$4,813,386	46.2%	\$7,034,949	2002	\$199,856	
Lodi Unified	4	47	\$7,652,176	46.2%	\$11,183,950	2002	\$237,956	
Stockton Unified	3	49.1	\$8,959,088	43.2%	\$12,824,996	2003	\$261,202	
Natomas Unified	11	38.7	\$3,017,002	38.4%	\$4,175,850	2004	\$107,903	
Rocklin Unified	11	47.1	\$11,101,088	24.4%	\$13,810,282	2005	\$293,212	
Totals		679.3			\$142,058,711	Average	\$209,125	2018 Adjustment \$234,162
Middle Schools:		260.7			\$49,447,897	Middle	\$189,704	\$234,162
High Schools:		418.6			\$92,610,814	High	\$221,217	\$273,060

LEVEL I DEVELOPER FEE SPLIT AGREEMENT

This Agreement is entered into by and between the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT** and the **ELEMENTARY SCHOOL DISTRICT**.

1. The parties agree that the following recitals are true:
 - a. Education Code Section 17620 permits the governing boards of school districts to levy a fee, charge, dedication or other form of requirement on residential, commercial and industrial development for the purpose of funding the construction and reconstruction of school facilities; and
 - b. Section 65995 of the Government Code limits the Level 1 fees levied to **\$3.79** per square foot of residential development and **\$.61** per square foot of commercial/industrial development; and
 - c. Both the High School District and Elementary School District are impacted by residential, commercial and industrial development, and it will be necessary for each of them to levy fees pursuant to Education Code Section 17620 as a means of mitigating that impact; and
 - d. The High School District and Elementary School District each desire that a workable process be established so that the revenues generated within the common boundaries can be allocated between the High School and the Elementary School on a fair and reasonable basis.
2. The parties agree that the revenues of developer fees levied and collected within the common boundaries will be allocated pursuant to the relative need of each district for school facilities to serve unhoused students residing within the boundaries of the school districts. That allocation will be made as indicated on the on Attachment 1.
3. The parties agree that application of these procedures results in each district being entitled to a specified percentage of the total revenues generated by those fees subject to Government Code Section 65995(b) and collected within the boundaries of the school districts. For purpose of collection, however, and in order to reduce the administrative costs in allocating these revenues, that percentage will be applied to the maximum rate set by Government Code Section 65996(b) or each category of development, as shown in Attachment 1 of this document, and the resulting rate will be established and collected by each district.

4. Both the Elementary School District and the High School District agree to alternate receipt of a ½% “round up” difference which occurs with an increase of Level 1 fees. The Santa Maria-Bonita School District shall be the recipient of the 2018 round up. The Santa Maria Joint Union High School district shall receive the ½% difference with the next Level 1 increase. The difference shall then continue to alternate between the two school districts thereafter.

5. The parties agree that this agreement and the rates specified in Attachment 1 will be in effect from June 11, 2018 until changed. The parties further agree that they will review the rates specified in Attachment 1 no later than March 1 of each calendar year, so that a successor to this agreement can be entered into prior to June 30 of each calendar year. Should one or both of the parties determine that agreement on the rates to be in effect for Fiscal Year 2017-2018 cannot be reached, the parties agree to submit the issue to arbitration as specified in Education Code Section 17623 no later than May 1 of each calendar year, so that a successor agreement can be entered into prior to June 15 of each calendar year.

6. The parties agree that either party may request a review of the existing rates should unforeseen circumstances either reduce the District's capacity to house students or increase the number of students in the District. Should the parties be unable to reach an agreement as to whether the rates should be adjusted based on this review, they agree that the rates specified in Attachment 1 will continue to be in effect for the duration of this Agreement.

Yolanda Ortiz
Assistant Superintendent of Business

SANTA MARIA JOINT UNION
HIGH SCHOOL DISTRICT

Superintendent

ELEMENTARY
SCHOOL DISTRICT

Date

Date

ATTACHMENT 1

Allocation of Level I Fee Revenue

The allocation of the School Facilities Fee agreed by each District in consideration of the reciprocal covenant of each District to the other is as follows:

<u>SCHOOL DISTRICT</u>	<u>RESIDENTIAL PER SQ. FT.</u>	<u>COMMERCIAL/ INDUSTRIAL PER SQ. FT.</u>	<u>RENTAL SELF-STORAGE</u>
Elementary School District	\$2.62	\$.42	***
Santa Maria High School District	<u>\$1.17</u>	<u>\$.19</u>	<u>\$.12</u>
	\$3.79	\$.61	

The Districts hereby agree upon the foregoing allocation of the School Facilities Fees subject to the School Facilities Fee Cap as set forth herein and agree to establish and maintain fees in such amounts until the parties mutually agree to change any condition of this Agreement except as otherwise herein provided.

*** Dependent upon individual Elementary School District's own Developer Fee Justification Study, the amount varies due to residential offsets that are unique to each District's boundaries.

4/10/18

**REGULAR MEETING
APRIL 10, 2018**

**APPENDIX G
2017-2018**

RESOLUTION 14 – 2017-2018

**SUPPORTING AWARD OF
LEASE-LEASEBACK AGREEMENTS**

**Attachments:
Facilities Lease
Site Lease**

REGULAR MEETING
APRIL 10, 2018

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 14 - 2017-2018**

RESOLUTION SUPPORTING AWARD OF LEASE-LEASEBACK AGREEMENTS

WHEREAS, the Santa Maria Joint Union High School District ("District") is currently undertaking the project known as the CTE Center / Ag Farm Facilities Construction Project ("Project");

WHEREAS, on March 14, 2017, the District's Board of Education ("Board") approved Board Policy AR 3311.2 to adopt procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers on the lease-leaseback projects to ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406;

WHEREAS, the District incorporated the Best Value Methodology in a Request for Qualifications and Proposals ("RFQ/P"), which was advertised in the *Santa Maria Times* once a week for two weeks, commencing on January 12, 2018 and completed on January 19, 2018, and in the following trade papers of general circulation published in the county where the project is located: Construction Bidboard, Inc. and Dodge Data & Analytics (f.k.a. McGraw-Hill Construction Dodge), on January 12, 2018 and January 19, 2018, the latest notice published at least 10 days before the date for receipt of the proposals;

WHEREAS, attached hereto as **Exhibit A** is a copy of the Proof of Publication and request for publication;

WHEREAS, District staff, in conjunction with District consultants, have reviewed proposals for the Project submitted in response to the Request for Qualifications and Proposals issued on January 12, 2018 in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, after consideration of all of the proposals, the Board hereby awards the Site Lease and Facilities Lease ("Lease-Leaseback Agreements") for the Project to Vernon Edwards Constructors, Inc., who was the highest ranked respondent according to the adopted Best Value Methodology for the Project;

WHEREAS, Vernon Edwards Constructors, Inc. has been prequalified pursuant to Education Code section 17406, Public Contract Code section 20111.6, and the RFQ/P requirements;

WHEREAS, Education Code section 17406 provides that the school district's governing board shall issue a written decision supporting its contract award and stating in detail the basis of the award; and

WHEREAS, attached hereto as **Exhibit B** is a copy of the written findings of the Board supporting the Board's award of the Lease-Leaseback Agreements to Vernon Edwards Constructors, Inc. for the Project.

NOW THEREFORE, the Santa Maria Joint Union High School District Board of Education hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals and the findings are true.

Section 2. That the District complied with the procedure set forth in Education Code section 17406, the Best Value Methodology adopted by the District and the Request for Qualifications and Proposals issued by the District.

Section 3. That Vernon Edwards Constructors, Inc. provided the best value to the District for the Project, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Section 4. That, based on the foregoing, it is in the best interest of the District to award the Lease-Leaseback Agreements to Vernon Edwards Constructors, Inc. for the Project.

Section 5. That the Superintendent and designee(s) are authorized and directed to take any and all actions that are necessary to carry out, give effect to and comply with the terms and intent of this Resolution.

PASSED AND ADOPTED by the Board of Education of the Santa Maria Joint Union High School District, this 10th day of April, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President/Secretary/Clerk of the Board of Education
Santa Maria Joint Union High School District

EXHIBIT A

PROOF OF PUBLICATION

***** Proof of Publication *****

*LCB GC
HT*

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA.

SANTA MARIA TIMES

SM JOINT UNION HIGH SCHOOL/LEGALS
2560 SKYWAY DR
SANTA MARIA, CA 93455

ORDER NUMBER 118296

I AM THE PRINCIPAL CLERK OF THE PRINTER OF THE SANTA MARIA TIMES, NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ADJUDICATION #463687.

THAT THE NOTICE OF WHICH THE ANNEXED IS A PRINTED COPY (SET IN TYPE NOT SMALLER THAN NONPAREIL), HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO-WIT:

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURE THAT THE FOREGOING IS TRUE AND CORRECT.

PUBLISHED ON: 01/12/2018, 01/19/2018

TOTAL AD COST: 340.72

FILED ON: 1/19/2018

DATED AT SANTA MARIA, CA THIS 19th DAY OF Jan.,
20 18

SIGNATURE

Jeresa Ramirez

RECEIVED
JAN 25 2018
SUPPORT SERVICES DEPT

NOTICE OF REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P) FOR LEASE-LEASEBACK CONSTRUCTION SERVICES FOR THE CTE CENTER/AG FARM FACILITIES CONSTRUCTION PROJECT

OWNER:
Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455

PROJECT TITLE/BID:
Lease-Leaseback Construction Services for the CTE Center/Ag Farm Facilities Construction Project

PROJECT DESCRIPTION:
The Santa Maria Joint Union High School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide master scheduling, cost estimating, budgeting, development and construction for the CTE Center / Ag Farm Facilities Construction Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The District intends to select the Respondent that best meets the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFQ/P. The District may contract immediately, or during the length of the Project, with a single developer to provide all of the services for the Project, but it may elect to divide the scope of work into phases.

A mandatory informational meeting, followed by an optional visit to view the site will be conducted on **Wednesday, JANUARY 24, 2018, at 10:00 A.M.** at the Santa Maria Joint Union High School District Office in the Professional Development Center (PDC) Conference Room, located at 2560 Skyway Drive, Santa Maria, CA 93455.

RESPONSE DEADLINE/LOCATION:

Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD/DVD or USB Stick of the RFQ/P Packet conforming to the requirements of the RFQ/P to:

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
c/o Caldwell Flores Winters, Inc.
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
2018 RFQ/P #11-102.1

All responses are due by 1:00 P.M. ON FRIDAY, FEBRUARY 16, 2018.

TO OBTAIN A COMPLETE COPY OF THE RFQ/P:

Please visit the Santa Maria Joint Union High School District's website at <http://www.smjuhdsd.k12.ca.us> and click on "District" under the "Facilities & Construction" category. This will provide an option to click on the "Project Documents" page where the RFQ/P may be found under "Notices, Projects, RFQs, RFPs & Bids", or you may contact the District's Program Manager, Caldwell Flores Winters, Inc. at (323) 202-2550.

Legal #118296
Pub dates: Jan 12 & 19, 2018

Krista Ballard

From: Krista Ballard
Sent: Friday, January 12, 2018 11:05 AM
To: 'support@ebidboard.com'; 'Dodge Data & Analytics'
Subject: CTE Center/Ag Farm Facilities Construction 2018 RFQ/P #11-102.1 ****NOTICE OF REQUEST FOR QUALIFICATION AND PROPOSALS****
Attachments: 11-102.1 Notice of RFQ_P Final.pdf
Importance: High

Please publish the attached Notice in its entirety.

Thank you,

Krista A. Ballard

Project Analyst
Santa Maria Joint Union High School District
2560 Skyway Dr.
Santa Maria, CA 93455
Office: 805.922.4573 x4806
FAX: 805.348.9601
Cell: 805.878.8158

**NOTICE OF REQUEST FOR QUALIFICATIONS AND PROPOSALS
(RFQ/P) FOR LEASE-LEASEBACK CONSTRUCTION SERVICES
FOR THE CTE CENTER/AG FARM FACILITIES CONSTRUCTION
PROJECT**

OWNER:

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455

PROJECT TITLE/BID:

Lease-Leaseback Construction Services for the CTE Center/Ag Farm Facilities
Construction Project

PROJECT DESCRIPTION:

The Santa Maria Joint Union High School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide master scheduling, cost estimating, budgeting, development and construction for the CTE Center / Ag Farm Facilities Construction Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The District intends to select the Respondent that best meets the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFQ/P. The District may contract immediately, or during the length of the Project, with a single developer to provide all of the services for the Project, but it may elect to divide the scope of work into phases.

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Published: **January 12, 2018 & January 19, 2018**

EXHIBIT B

FINDINGS REGARDING THE AWARD OF THE LEASE-LEASEBACK AGREEMENTS FOR THE CTE CENTER / AG FARM FACILITIES CONSTRUCTION PROJECT

WHEREAS, Vernon Edwards Constructors, Inc. followed page length and layout direction and included requested document attachments as described by the Request for Qualifications/Proposals; and

WHEREAS, Vernon Edwards Constructors, Inc. has experience with the local environment and a local presence for interfacing with the District; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 22.3 out of 25 points for germane and relevant responses to questions contained within the Request for Qualifications/Proposals, including responses to items contained in attached project descriptions or exhibits; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 22.3 out of 25 points for a proposed method and overall strategic approach; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 13.0 out of 15 points for a proposed detailed estimate of the Firm's costs, including preconstruction fee if applicable, as well as direct construction costs and break-down of overhead, general conditions, markups, insurance, bonds, and fees; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 8.3 out of 10 points for specialized experience and technical competence of the Firm, including principals, joint venture-partners, and sub-consultants regarding the types of service required and the complexity of the projects; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 5 out of 5 points for Experience Modification Rate (EMR) no higher than 1.25; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 4.7 out of 5 points for relevant experience of key personnel; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 4.3 out of 5 points for overall financial condition of the firm, including the principal contractor and/or contractor team; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 4.7 out of 5 points for ability to meet the insurance requirements unless district, at its sole discretion, decides to modify or waive the insurance requirements or elects to provide program insurance; and

WHEREAS, Vernon Edwards Constructors, Inc. received an average of 4.7 out of 5 points for litigation and arbitration history for the past five (5) years; and

WHEREAS, Vernon Edwards Constructors, Inc.'s overall combined score was 89.3 out of 100 points based on RFQ/P evaluation criteria, which was the greatest number of points in accordance with the methodology described in the RFQ/P, and was ranked as the best value to the District out of two (2) proposals submitted.

FACILITIES LEASE

For all or a portion of the following Site:

CTE Center/Ag Farm Facilities Construction Project
3850 S. Bradley Road
Santa Maria, CA 93455
APN: 107-150-013

By and between

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455

And

Vernon Edwards Constructors Inc.
2045 Preisker Lane
Santa Maria, CA. 93458

Dated as of _____, 2018

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TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	2
2. Exhibits.....	3
3. Lease of Project and Project Site	4
4. Term	4
5. Payment	5
6. Title.....	5
7. Quiet Enjoyment	5
8. Representations of the District	6
9. Representations of the Developer	6
10. Pre-construction Services	8
11. Construction of Project.....	13
12. Maintenance	15
13. Utilities	15
14. Taxes and Other Impositions	15
15. Insurance.....	16
16. Indemnification and Defense	22
17. Eminent Domain	24
18. Damage and Destruction.....	25
19. Abatement	25
20. Access	26
21. Assignment, Subleasing	26
22. Termination, Default And Suspension.....	27
23. Notices	35
24. Binding Effect	35
25. No Additional Waiver Implied by One Waiver	35
26. Severability	35
27. Amendments, Changes and Modifications	36
28. Net-Net-Net Lease.....	36
29. Execution in Counterparts	36
30. Developer and District Representatives	36
31. Applicable Law	36
32. Attorney's Fees	36
33. Captions	36

34.	Prior Agreements	36
35.	Further Assurances.....	36
36.	Recitals and Exhibits Incorporated	37
37.	Time of the Essence.....	37
38.	Force Majeure.....	37
39.	Interpretation	37

Exhibit A	Legal Description of School Site
Exhibit B	Description of Project Site
Exhibit C	Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions
Exhibit D	General Construction Provisions
Exhibit D-1	Special Conditions
Exhibit E	Memorandum of Commencement Date
Exhibit F	Construction Schedule
Exhibit G	Schedule of Values

FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of _____, 2018 ("Effective Date"), is made and entered into by and between Vernon Edwards Constructors Inc., a California corporation duly organized and existing under the laws of the State of California, as sublessor ("Developer"), and Santa Maria Joint Union High School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

RECITALS

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease a site to a developer and to have that developer develop and construct the project on the site and to lease back to the District the site and the completed project; and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the School Site which will include construction of improvements to be known as the CTE Center/Ag Farm Facilities Construction Project ("Project"); and

WHEREAS, on the date hereof, the District has leased to Developer, a parcel of land located at 3850 S. Bradley Road, Santa Maria, CA 93455, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference ("School Site"); and

WHEREAS, District and Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Project Site to the Developer ("Site Lease"); and

WHEREAS, District has retained PMSM Architects ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") and to act as the Design Professional in General Responsible Charge for the Project; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the Project Site and the Project from Developer and make Lease Payments, as provided herein; and

WHEREAS, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously; and

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, Developer has reviewed the Lease Documents; and

WHEREAS, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Facilities Lease; and

WHEREAS, Developer is authorized to lease the Project Site as lessee and to develop the Project and to have the Project constructed on the Project Site and to lease the Project and the Project Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. Definitions

In addition to the terms and entities defined above or in subsequent provisions, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1 "Developer" or "Lessor" means Vernon Edwards Constructor Inc., a California corporation, organized and existing under the laws of the State of California, Contractor's license number 486458 issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code, and its successors and assigns.

1.2 "Developer's Representative" means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.

1.3 "Contract Documents" are defined in **Exhibit "D"** to this Facilities Lease.

1.4 "District" or "Lessee" means the Santa Maria Joint Union High School District, a school district duly organized and existing under the laws of the State of California.

1.5 "District Representative" means the Superintendent of the District, or any other person authorized by the Board of Education of the District to act on behalf of the District under or with respect to this Facilities Lease.

- 1.6 “Permitted Encumbrances” means, as of any particular time:
- 1.6.1 Liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;
 - 1.6.2 The Site Lease.
 - 1.6.3 This Facilities Lease.
 - 1.6.4 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 Facilities Lease.
 - 1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Project Site.

2. **Exhibits**

The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

- 2.1 **Exhibit A - Legal Description of the School Site:** The descriptions of the real property constituting the School Site.
- 2.2 **Exhibit B - Description of the Project Site:** The map or diagram depiction of the Project Site.
- 2.3 **Exhibit C - Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions:** A detailed description of the Guaranteed Maximum Price and the provisions related to the payment of that amount to the Developer, including Attachment 3, the Schedule of Lease Payments and Payoff Dates and Amounts.
- 2.4 **Exhibit D - General Construction Provisions:** The provisions generally describing the Project’s construction.
- 2.5 **Exhibit D-1 – Special Conditions Provisions:** The provisions describing conditions specific to the Project’s construction.
- 2.6 **Exhibit E - Memorandum of Commencement Date:** The Memorandum which will memorialize the commencement and expiration dates of the Lease Term.
- 2.7 **Exhibit F - Construction Schedule**
- 2.8 **Exhibit G – Schedule of Values**

3. Lease of Project and Project Site

- 3.1** Developer hereby leases the Project and the Project Site to the District, and the District hereby leases said Project and Project Site from Developer upon the terms and conditions set forth in this Facilities Lease.
- 3.2** The leasing by Developer to the District of the Project Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall continue to have and hold a leasehold estate in the Project Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease.
- 3.3** As to the Project Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

4.1 Facilities Lease is Legally Binding

This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The Term of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the earlier of the following two (2) events, whichever occurs first ("Commencement Date"):

- 4.1.1** The date the District takes beneficial occupancy of the Project; or
- 4.1.2** The date when Developer delivers possession of the Project to District and when all improvements to be provided by Developer are determined by the District to be completed as set forth in **Exhibits D and D-1** to this Facilities Lease.

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate one (1) year thereafter or upon payment of the final lease payment.

- 4.2** After Developer has completed construction of the Project and the District has accepted the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement date of the Lease Payments and expiration date of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Lease Payment obligations.
- 4.3** The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
 - 4.3.1** An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein, or

- 4.3.2 An Event of Default by Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein, or
- 4.3.3 Consummation of the District's purchase option pursuant to the Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Maximum Price Provisions").
- 4.3.4 A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein.
- 4.3.5 Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

5. **Payment**

In consideration for the lease of the Project Site by the Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C**.

6. **Title**

- 6.1 During the Term of this Facilities Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.
- 6.2 During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Project Site pursuant to the Site Lease.
- 6.3 During the Term of this Facilities Lease, the Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.
- 6.4 If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Maximum Price Provisions indicated in **Exhibit C**, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Project Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

7. **Quiet Enjoyment**

Upon District's possession of the Project, Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Developer, except as otherwise may be set forth in this Facilities Lease. Developer will, at the request of the District and at Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Developer may lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Project Site as provided herein.

8. Representations of the District

The District represents, covenants and warrants to the Developer as follows:

8.1 Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

8.2 Authorization

The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

8.3 No Violations

Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.

8.4 Condemnation Proceedings

8.4.1 District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

8.4.2 If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Developer shall be as indicated in this Facilities Lease.

9. Representations of the Developer

The Developer represents, covenants and warrants to the District as follows:

9.1 Due Organization and Existence

The Developer is a California company duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

9.2 Authorization

Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

9.3 No Violations

Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Project Site, except Permitted Encumbrances.

9.4 No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

9.5 No Encumbrances

Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Project Site, and shall not mortgage or encumber the Project Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

9.6 Continued Existence

Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

- 9.6.1** Eighteen (18) months following completion of the Project.
- 9.6.2** One (1) year following expiration or earlier termination of the Term.
- 9.6.3** After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project.

While the lease documents are in effect, Developer shall give District one hundred twenty (120) days written notice prior to dissolving or terminating the legal existence of Developer.

10. Pre-construction Services

10.1 Scope of the Preconstruction Services

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

10.1.1 General Services

- 10.1.1.1** Developer shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 10.1.1.2** Developer shall assist the Architect with making formal presentations to the governing board of District. Such assistance is anticipated to include floor plans and elevations necessary for any architectural presentation.
- 10.1.1.3** Developer shall prepare a rough schedule in Microsoft PROJECT and update as necessary.
- 10.1.1.4** Developer shall prepare and update the components of the Guaranteed Maximum Price and shall be primarily responsible for ensuring that the Project can and is constructed for no more than that amount.
- 10.1.1.5** While the Architect is anticipated to provide primary assistance, Developer shall assist District with City land use issues;
- 10.1.1.6** Architect shall act as lead and Developer will assist District and Architect with DSA review, input, and timeframe for same;
- 10.1.1.7** Architect shall act as lead and Developer will assist with review and comment upon geotechnical / soils investigation and report;
- 10.1.1.8** Architect shall act as lead and Developer will assist with review and comment upon survey of the Project site;

10.1.2 Budget of Project Costs.

10.1.2.1 Developer shall advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Maximum Price established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

10.1.2.2 In each budget of the Guaranteed Maximum Price, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Maximum Price shall include, at a minimum, the following information divided into at least the following categories for each site:

10.1.2.2.1 Overhead and profit;

10.1.2.2.2 Supervision;

10.1.2.2.3 General conditions;

10.1.2.2.4 Layout & Mobilization (not more than 1%)

10.1.2.2.5 Submittals, samples, shop drawings (not more than 3%);

10.1.2.2.6 Bonds and insurance (not more than 2%);

10.1.2.2.7 Close-out documentation (not less than 3%);

10.1.2.2.8 Demolition;

10.1.2.2.9 Installation; **10.1.3.2.10** Rough-in; **10.1.3.2.11**

Finishes; **10.1.3.2.12** Testing;

10.1.3.2.13 Owner and Maintenance Manuals;

10.1.3.2.14 Punchlist and acceptance.

10.1.4 Construction Schedule and Phasing Plan

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiple phases and interrelations of design, constructability

review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Developer shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

10.1.5 Construction Planning and Bidding

10.1.5.1 For all of Developer's activities relating to construction planning and bidding, Developer shall comply with all applicable legal requirements, including but not limited to those set forth in Education Code section 17406.

10.1.5.2 Consult with District staff in relation to the existing site. Developer should make site visits, as needed to review the current site conditions. During this evaluation, Developer may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

10.1.5.3 Prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.

10.1.5.4 Review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

10.1.5.5 Conduct pre-bid conferences. Coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

10.1.5.6 DSA approved plans shall be utilized to receive subcontractor bids and develop the final GMP in accordance with the lease-leaseback agreement forms. This bidding shall take place within 30 days after the Notice of Award, or sooner. The District representative shall be present during the receipt of bids from subcontractors.

10.1.5.6.1 Developer shall engage in competitive bidding for subcontractors for all scopes of work on the Project that constitute more than one-half of one percent (0.5%) of the total GMP.

10.1.5.6.2 Developer shall provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on

which qualifications statements, bids, or proposals will be due.

10.1.5.6.3 Developer shall establish reasonable qualification criteria and standards.

10.1.5.6.4 The District representative shall be present during the receipt of bids from subcontractors. Developer shall provide all bids received from all subcontractors to the District.

10.1.5.6.5 Developer shall award the subcontract either on a best value basis or to the lowest responsible bidder.

10.1.5.6.6 Developer is required to receive at least three (3) bona fide bids from subcontractors for all scopes of work, or seek the District's prior approval it wishes to provide fewer than the minimum number of bona fide bids from subcontractors.

10.1.5.6.7 The process may include prequalification or short-listing.

10.1.5.6.8 This process shall not apply to subcontractors listed in the original proposal.

10.1.5.7 The GMP shall be presented to the District in the following manner within a three-ring binder as well as electronically on an external memory device such as a CD, USB drive, or other comparable device:

10.1.5.7.1 Cover sheet, signed by the Developer indicating the GMP dollar amount with a certification, indicating that the GMP is all inclusive per the plans, specifications and addenda (contract documents).

Also include certification stating, "Developer hereby certifies that they have reviewed all subcontractor proposals and whether the subcontractor excluded portions of their scope the Developer has included all costs for a complete GMP in accordance with plans, specifications and addenda."

10.1.5.7.2 A bid tabulation sheet indicating the breakdown by subcontractor/trade along with the appropriate general condition amount and other fees, which should reasonably relate to what was submitted with the response to the RFQ/P.

10.1.5.7.3 Behind the bid tabulation sheet, described above, should be a sheet that indicates what is included in the general conditions, which should

reasonably relate to what was submitted in the response to the RFQ/P.

10.1.5.7.4 Copies of all subcontractor bids received divided by trade that corresponds to the final spread sheet with a cover sheet indicating the scope and subcontractors that provided bids as well as those that were asked to bid, but did not submit a proposal. This sheet should have the dollar amounts for each subcontractor that provided a bid with the first column being the proposed subcontractor for that trade.

10.1.5.7.5 Behind the final spread sheet, described above, should be the bids for that trade with the proposed subcontractor bid on top and the other subcontractor bids in descending dollar order.

10.1.5.8 Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

10.1.5.9 Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

10.1.5.10 Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Developer has in-house expertise. Provide resumes for key personnel assigned to the Project, not previously provided to the District.

10.2 Schedule

Preconstruction services outlined above will commence on the date the District issues a Notice to Proceed with Preconstruction Services, and conclude upon approval of the Amendment to the Lease Agreements by District's Board on or about October 31st, 2018 or termination of this Agreement by either party per the Agreement's terms. It is anticipated that construction will commence on or about January 1st, 2019. Any extension shall be subject to reasonable approval in writing by the parties.

10.3 Ownership of Records

It is mutually agreed that all materials prepared by Developer under this Agreement shall become the property of the District and Developer shall have no property right there in whatsoever. Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement.

10.4 Open Book Policy

There will be an open book policy with Developer and its construction team. District shall have access to all subcontractor bids, value engineering back-up, contingency breakdown & tracking, and Developer fees.

10.5 Compensation to Developer for Preconstruction Services

District agrees to reimburse Developer in the total amount not to exceed Nineteen Thousand, Four Hundred Eighty and 50/100 Dollars (\$19,480.50), for the performance of services contemplated by this Agreement. Developer shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to and verification by the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event Developer and District enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price ("GMP") to be paid to Developer by District.

Developer shall be responsible for any and all costs and expenses incurred by Developer, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project's Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the services contemplated by this Agreement.

10.6 Termination before Construction Phase

10.6.1 Before the Notice to Proceed with Construction is issued by the District, this Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Developer. In the event of such a termination by District, the District shall pay Developer for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Developer pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Developer for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to completed work and work in process that would best serve the District if a completed product was presented.

10.6.2 In the event that the parties do not reach an agreement on the GMP, this Agreement will be terminated at that time. In the

event of such a termination, the District shall pay Developer no more than the not to exceed amount in Section 10.5 above.

10.7 Construction Phase

Developer shall not commence any construction work before DSA approval of the Plans and Specifications.

11. Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be Four Hundred Eighty-Five (485) calendar days, commencing on the date of the Notice to Proceed with Construction ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

The Developer has provided a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand, Five Hundred and no/100 Dollars (\$1,500.00) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due

the Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

11.1.5 Guaranteed Maximum Price

Developer will cause the Project to be constructed within the Guaranteed Maximum Price as set forth and defined in the Guaranteed Maximum Price Provisions in **Exhibit C**, and Developer will not seek additional compensation from District in excess of that amount.

11.1.6 Modifications

If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs or time will be handled as a modification pursuant to the provisions of **Exhibit D**.

11.1.7 Labor Compliance Monitoring and Enforcement by Department of Industrial Relations

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Developer specifically acknowledges and understands that it shall perform the Work of this Contract while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code.

12. Maintenance

Following delivery of possession of the Project by Developer to District, the repair, improvement, replacement and maintenance of the Project and the Project Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all punch list items and warranties against defects in materials and workmanship of Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

13. Utilities

Following delivery of possession of the Project by Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas,

telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service, data transmission, and all other utilities of any type shall be paid by District.

14. Taxes and Other Impositions

All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Project Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within forty-five (45) days after presentation of proof of payment by Developer.

15. Insurance

15.1 Developer's Insurance

The Developer shall comply with the insurance requirements as indicated here and in **Exhibit D** and **Exhibit D-1**.

15.1.1 Commercial General Liability and Automobile Liability Insurance

15.1.1.1 Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under the Project. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 00 01 11 88. Developer shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Developer shall procure and maintain these coverages separately.

15.1.1.2 Developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, unless approved in writing by District.

15.1.1.3 All such policies shall be written on an occurrence form.

15.1.2 Excess Liability Insurance

15.1.2.1 Developer may procure and maintain, during the life of the Project, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies if Developer's underlying policy limits are less than required.

15.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) in amounts and including the provisions as set forth in **Exhibit D** or **Exhibit D-1** and/or the Supplementary Conditions (if any), and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

15.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that bring Developer's primary limits to the minimum requirements herein.

15.1.3 Subcontractor

Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part, the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of the Developer except where smaller minimum limits are permitted as set forth below.

15.1.4 Workers' Compensation and Employers' Liability Insurance

15.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

15.1.4.2 Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability

Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Developer's insurance. If any class of employee or employees engaged in Work on the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

15.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

15.1.5.1 Developer shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

15.1.6 Pollution Liability Insurance

15.1.6.1 Developer shall procure and maintain Pollution Liability Insurance that shall protect Developer, District, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Facilities Lease, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste

materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Developer shall procure and maintain these coverages separately.

15.1.6.2 Developer shall warrant that any retroactive date applicable to coverage under the policy predates the Effective Date of this Facilities Lease and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

15.1.6.3 If Developer is responsible for removing any pollutants from a site, then Developer shall ensure that Any Auto, including owned, non-owned, and hired, are included within the above policies and at the required limits, to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

15.1.7 Proof of Carriage of Insurance and Other Requirements Endorsements and Certificates

15.1.7.1 Developer shall not commence Work nor shall it allow any Subcontractor to commence Work on the Project, until Developer and its Subcontractor(s) have procured all required insurance and Developer has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

15.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

15.1.7.2.1 A clause stating:

"This policy shall not be canceled and the coverage amounts shall not be reduced until written notice has been mailed to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

- 15.1.7.2.2** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.1.7.3** All endorsements, certificates and insurance policies shall state that District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.
- 15.1.7.4** No policy shall be amended, canceled, or modified, and the coverage amounts shall not be reduced, until Developer or Developer's broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.
- 15.1.7.5** Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Developer's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Developer and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Facilities Lease. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Facilities Lease, and will cover the Developer and all Subcontractors for all claims made.
- 15.1.7.6** Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).
- 15.1.7.7** All endorsements shall waive any right to subrogation against any of the named additional insureds.
- 15.1.7.8** All policies shall be written on an occurrence form.
- 15.1.7.9** All of Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

15.1.7.10 The insurance requirements set forth herein shall in no way limit the Developer's liability arising out of or relating to the performance of the Work or related activities.

15.1.7.11 Failure of Developer and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Facilities Lease and constitute a Default by the Developer pursuant to this Facilities Lease.

15.1.8 Insurance Policy Limits

The limits of insurance shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit	\$10,000,000
	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$10,000,000
Automobile Liability – Any Auto	Combined Single Limit	\$10,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$4,000,000
Builder's Risk		Replacement cost
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

The limits of insurance for those subcontractors whose scope of work does not exceed ten percent (10%) of the Guaranteed Maximum Cost shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit	\$4,000,000
	Product Liability and Completed Operations	\$4,000,000
Automobile Liability - Any Auto	Combined Single Limit	\$4,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000

The limits of insurance for those subcontractors whose scope of work does not exceed one million dollars (\$1,000,000) shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit	\$2,000,000
	Product Liability and Completed Operations	\$2,000,000
Automobile Liability - Any Auto	Combined Single Limit	\$2,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000

Notwithstanding anything in this Facilities Lease to the contrary, the above insurance requirements may be modified as appropriate for subcontractors, with District's prior written approval.

15.2 District's Insurance

15.2.1 Rental Interruption Insurance

District shall at all times from and after District's **acceptance** of the Project, for the benefit of District and Developer, as their interests may appear, maintain rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the remaining period of occupancy, from the Commencement Date until termination as provided in section 4.1. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance. The proceeds of this insurance shall be paid to the Developer.

15.2.2 Property Insurance

District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Project Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall not be relieved from the obligation of supplying any additional funds for replacement of the Project and the improvements thereon in the event of destruction or damage where insurance does not cover replacement costs. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

16. Indemnification and Defense

16.1 To the fullest extent permitted by California law, Developer shall indemnify, keep and hold harmless the District and its respective Board Members, officers, representatives, employees, consultants, the Architect and Construction Manager in both individual and official capacities and their consultants ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees and costs, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Developer or its Subcontractors, vendors and/or suppliers, including any suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or injury to or destruction of tangible property (including damage to the Work itself) and including the loss of use resulting therefrom, except to the extent caused wholly by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Developer's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any law and/or provision of the Contract Documents, including, without limitation, any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations.

16.2 Developer shall also defend, at its own expense, Indemnitees with legal counsel reasonably acceptable to the District, against all suits, claims, allegations, damages, losses, and expenses, including but not limited to attorneys' fees and costs, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Developer, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Developer's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Developer proposes to defend the Indemnitees. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Developer shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs. This defense obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations. This agreement and obligation of the Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any party or person described herein.

- 16.3** The Developer shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Developer's agreement to indemnify and hold harmless the Indemnitees or its agreement to defend Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.
- 16.4** In any and all claims against any of the Indemnitees by any employee of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 16.5** The District may retain so much of the moneys due to the Developer as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Developer that Developer will unconditionally defend the District and its respective Board Members, officers, representatives, employees, consultants, the Architect and Construction Manager and their sub-consultants and pay any damages due by reason of settlement or judgment.
- 16.6** The indemnification and defense obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

17. Eminent Domain

17.1 Total Taking After Project Delivery

If, following delivery of possession of the Project by Developer to District, all of the Project and the Project Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

- 17.1.1** The financial interest of Developer shall be limited to the amount of principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C that are then due or past due together with all remaining and succeeding principal

payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C for the remainder of the original Term. For example, if all of the Project and the Project Site is taken at the end of the third year of the Term, Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C that would have been owing for the fourth year through the end of the Term had there been no taking.

17.1.2 The balance of the award, if any, shall be paid to the District.

17.2 Total Taking Prior to Project Delivery

If all of the Project and the Project Site is taken permanently under the power of eminent domain and the Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Developer shall be the amount Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

17.3 Partial Taking.

If, following delivery of possession of the Project by Developer to District, less than all of the Project and the Project Site is taken permanently, or if all of the Project and the Project Site or any part thereof is taken temporarily, under the power of eminent domain.

17.3.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

17.3.2 There shall be a partial abatement of any principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C.

18. Damage and Destruction

If, following delivery of possession of all or a portion of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** for the remainder of the original Term. Nothing in this section shall relieve District of its obligations, nor deny Developer its rights, under section 15.2.

19. Abatement

19.1 If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall the Developer have the right to demand, the Lease Payments as indicated in the Guaranteed Maximum Price Provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time. Nothing in this section shall relieve District of its obligations, nor deny Developer its rights, under section 15.2.

19.2 The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the Guaranteed Maximum Price Provisions indicated in **Exhibit C**.

19.3 The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), either to:

19.3.1 Repair the Project to full use.

19.3.2 Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, and that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

19.3.3 Exercise the District's purchase option as indicated in the Guaranteed Maximum Price Provisions indicated in Exhibit C to this Facilities Lease.

19.4 The District shall notify the Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

20. Access

20.1 By Developer

Developer shall have the right at all reasonable times to enter upon the Project Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

20.2 By District

The District shall have the right to enter upon the Project Site at all times. District shall comply with all safety precautions and procedures required by Developer.

21. Assignment, Subleasing

21.1 Assignment and Subleasing by the District

Any assignment or sublease by District shall be subject to all of the following conditions:

21.1.1 This Facilities Lease and the obligation of the District to make the payments required pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C shall remain obligations of the District; and

21.1.2 The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease.

21.2 Assignment by Developer

Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to the contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

22. Termination, Default and Suspension

22.1 Termination; Lease Terminable Only As Set Forth Herein

Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any necessary payments pursuant to the Guaranteed Maximum Price Provisions in Exhibit C or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C shall continue to be payable in all events, and the obligations of the District hereunder

shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

22.1.1 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

22.1.2 Following completion of the Project, the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following completion of the Project, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

22.1.3 District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

22.2 District's Right to Terminate Developer for Cause

22.2.1 Grounds for Termination

The District, in its sole discretion, without prejudice to any other right or remedy, may terminate the Site Lease and Facilities Lease and/or terminate the Developer's right to perform the work of the Facilities Lease based upon any of the following:

22.2.1.1 Developer refuses or fails to execute the Work or any separable part thereof; or

22.2.1.2 Developer fails to complete said Work within the time specified or any extension thereof; or

22.2.1.3 Developer persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or

- 22.2.1.4 Prior to completion of the Project, Developer is adjudged a bankrupt, files a petition for relief as a debtor, or a petition is filed against the Developer without its consent, and the petition not dismissed within sixty (60) days; or
- 22.2.1.5 Prior to the completion of the Project, Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
- 22.2.1.6 Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or
- 22.2.1.7 Developer fails to make prompt payment to Subcontractors, or for material, or for labor; or
- 22.2.1.8 Developer persistently disregards laws, or ordinances, or instructions of District as indicated in **Exhibit D**, or otherwise in violation of **Exhibit D**; or
- 22.2.1.9 Developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or
- 22.2.1.10 Developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration for Developer or all tiers of subcontractors.

22.2.2 Notification of Termination

- 22.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, or upon Developer's failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Developer and its Surety of District's termination of this Facilities Lease and/or the Developer's right to perform the work of this Facilities Lease. This notice will contain the reasons for termination.
- 22.2.2.2 Unless, within fifteen (15) days after the service of the notice any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made this Facilities

Lease and the Site Lease shall cease and terminate; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, District shall have the sole discretion to consent to an extension of time if corrective action is instituted by the Developer within the applicable period and diligently pursued until the default is corrected.

22.2.2.3 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

22.2.2.3.1 Within fifteen (15) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Facilities Lease; and

22.2.2.3.2 Commences performance of this Facilities Lease within thirty (30) days from date of serving of its notice to District.

22.2.2.4 Surety shall not utilize Developer in completing the Project if the District notifies Surety of the District's objection to Developer's further participation in the completion of the Project. Surety expressly agrees that any developer which Surety proposes to fulfill Surety's obligations is subject to District's approval.

If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Developer and/or its Surety. Developer and its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Facilities Lease. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work all materials, appliances, plan, and other property belonging to Developer as may be on the Site of the Work, in bonded storage, or previously paid for.

22.2.3 Effect of Termination

22.2.3.1 If District terminates the Site Lease and the Facilities Lease pursuant to this Section 22.2, the Project Site and any improvements built upon the Project Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due

and owing pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C, less any damages incurred by District due to Developer's default, acts, or omissions.

22.2.3.2 The District shall retain all rights it possesses pursuant to this Facilities Lease including, without limitation.

22.2.3.2.1 The right to assess liquidated damages due because of any project delay; and

22.2.3.2.2 All rights the District holds to demand performance pursuant to the Developer's required performance bond.

22.2.3.3 Developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Developer and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Developer's failure to complete the Work under this Facilities Lease.

22.2.3.4 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

22.2.3.5 In the event that the Site Lease and Facilities Lease are terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Developer or any impact or impairment of Developer's bonding capacity.

22.2.3.6 If the expense to the District to finish the Work exceeds the unpaid Guaranteed Maximum Price, Developer and Surety shall pay difference to District within sixty (60) days of District's request. District may apply any amounts otherwise due to Developer to this difference.

22.2.3.7 The District shall have the right (but shall have no obligation) to assume and/or assign to a replacement contractor or construction manager, or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Facilities Lease. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Developer shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

22.2.3.8 All payments due the Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of the Developer.

22.2.3.9 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

22.3 Termination of Developer for Convenience

22.3.1 District in its sole discretion may terminate the Facilities Lease upon five (5) days written notice to the Developer. If the Developer disputes a termination for convenience, the District retains the right to all of the options available to the District as if there is a termination for cause. In case of a termination for convenience, the Developer shall have no claims against the District except:

22.3.1.1 The actual cost for labor, materials, and services performed that is unpaid and adequately documented through timesheets, invoices, receipts, or otherwise; and

22.3.1.2 Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full

compensation for all Developer's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated lost profits resulting from termination of the Developer for convenience.

22.4 Developer Remedies upon District Default

22.4.1 Events of Default by District Defined

The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default," whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only mean one or more of the following events:

22.4.1.1 Failure by the District to pay payments required pursuant to the Guaranteed Maximum Price Provisions in Exhibit C, and the continuation of this failure for a period of forty-five (45) days.

22.4.1.2 Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Developer shall not withhold its consent to an extension of time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

22.4.2 Remedies on District's Default

If there has been an Event of Default on the District's part, the Developer may exercise any and all remedies granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the Guaranteed Maximum Price Provisions in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

22.4.2.1 In addition to its other remedies granted herein, Developer may rescind its leaseback of the Project Site to the District under this Facilities Lease and re-rent the

Project Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project Site, which shall be:

22.4.2.1.1 An amount determined by a mutually-agreed upon appraiser; or

22.4.2.1.2 If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project Site, both prepared by MAI-certified appraisers.

22.4.2.2 District's obligation to make the payments required pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C shall be:

22.4.2.2.1 Increased by the amount of costs, expenses, and damages incurred by the Developer in re-renting the Project Site; and

22.4.2.2.2 Decreased by the amount of rent Developer receives in re-letting the Project Site.

22.4.2.3 The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project Site shall vest in Developer as indicated herein.

22.4.3 District's Continuing Obligation

Unless there has been damage, destruction, a Taking, or the Developer has acted, failed to act, or is in default as indicated above providing District with the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the Guaranteed Maximum Price Provisions in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner therein provided.

22.4.4 No Remedy Exclusive

No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Developer to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

22.5 Suspension of Work

22.5.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Developer.

22.5.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

22.5.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Developer is responsible; or

22.5.1.1.2 That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

22.5.1.1.3 That the suspension of Work was the direct or indirect result of Developer's failure to perform any of its obligations hereunder.

22.5.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order in Exhibit D. This amount shall be full compensation for all Developer's and its Subcontractor(s)' changes in the cost of performance of the Facilities Lease caused by any such suspension, delay or interruption.

23. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
Attn: Mark Richardson,
Superintendent

If to Developer:

Vernon Edwards Constructors Inc.
2045 Preisker Lane
Santa Maria, CA. 93458
Attn: Todd Edwards, President

With a copy to:

Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, CA 94111
Attn: Deidree Y.M.K. Sakai, Esq.

With a copy to:

SIMAS | TAYLOR LLP
2928 San Marcos, Suite 202a,
P.O. Box 163
Los Olivos, CA 93441
6465 Nursery Way
San Luis Obispo, CA 93405
Attn: Brian F. Simas

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

24. Binding Effect

This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and the District and their respective successors, transferees and assigns.

25. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

26. Severability

In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of the invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

27. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

28. Net-Net-Net Lease

This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the Guaranteed Maximum Price Provisions in **Exhibit C** shall be an absolute net return to Developer, free and clear of any expenses, charges or set-offs.

29. Execution in Counterparts

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

30. Developer and District Representatives

Whenever under the provisions of this Facilities Lease the approval of Developer or the District is required, or Developer or the District is required to take some action at the request of the other, the approval or request shall be given for Developer by Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

31. Applicable Law

This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the School Site is located.

32. Attorney's Fees

If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

33. Captions

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

34. Prior Agreements

This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any matter shall be effective for any purpose.

35. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

36. Recitals and Exhibits Incorporated

The Recitals set forth at the beginning of this Facilities Lease and the attached Exhibits are hereby incorporated into its terms and provisions by this reference.

37. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

38. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing that obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts,

and that non- performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

39. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2018

Dated: _____, 2018

Santa Maria Joint Union High School District

Vernon Edwards Constructors Inc.

By: _____
Name: Yolanda Ortiz
Title: Assistant Superintendent/Business Services

By: _____
Name: Todd Edwards
Title: President

EXHIBIT A

LEGAL DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

**CTE Center/Ag Farm Facilities Construction Project
3850 S. Bradley Road
Santa Maria, CA 93455**

Page One of Three

New Small School Project No. 11-1021

Exhibit "A"

LEGAL DESCRIPTIONS

Assessor Parcel No. 107-10-013

All those portions of Voluntary Merger 09-VM-08, recorded as Inst. No. 2010-0006416 of Official Records on February 05, 2010 in the Office of the County Recorder lying in the Northwest quarter of Section 1, Township 9 North, Range 24 West, San Bernardino Meridian lying in the County of Santa Barbara, State of California, more particularly described as follows:

NON-SCHOOL, NON-USEABLE AREA

Beginning at the Southwest corner of said Voluntary Merger; thence, through the following 10 courses:

1. Northerly along the West line of said Voluntary Merger, North 15° 44'14" West, 0.50 feet; thence,
2. North 87° 23'53" East, 77.00 feet; thence,
3. North 85° 40'57" East, 50.00 feet; thence,
4. North 78° 52'15" East, 50.00 feet; thence,
5. North 74° 41'28" East, 93.00 feet; thence,
6. North 71° 53'01" East, 60.00 feet; thence,
7. North 67° 41'36" East, 280.00 feet; thence,
8. North 68° 38'57" East, 22.73 feet to a point on the East line of said Voluntary Merger; thence,
9. Southerly along said East line, South 00° 37'08" West, 184.00 feet to the Southeast corner of said Voluntary Merger; thence,
10. Westerly along the South line of said Voluntary Merger, North 89° 09'27" West, 600.72 feet to the Point of Beginning of this legal description

Containing 0.97 acres, more or less

USEABLE SCHOOL SITE AREA

Commencing at the Southeast corner of said Voluntary Merger; thence, Northerly along the East line of said Voluntary Merger and the 09th course of the above described Non-School, Non-Useable Area, North 00° 37'08" East, 184.00 feet to the True Point of Beginning of this legal description; thence, through the following 10 courses:

- A. Continuing along said East line, North 00° 37'08" East, 1190.06 feet to the Northeast corner of said Voluntary Merger; thence,
- B. Westerly along the North line of said Voluntary Merger, North 88° 49'07" West, 1006.24 feet to the Northwest corner of said Voluntary Merger; thence,

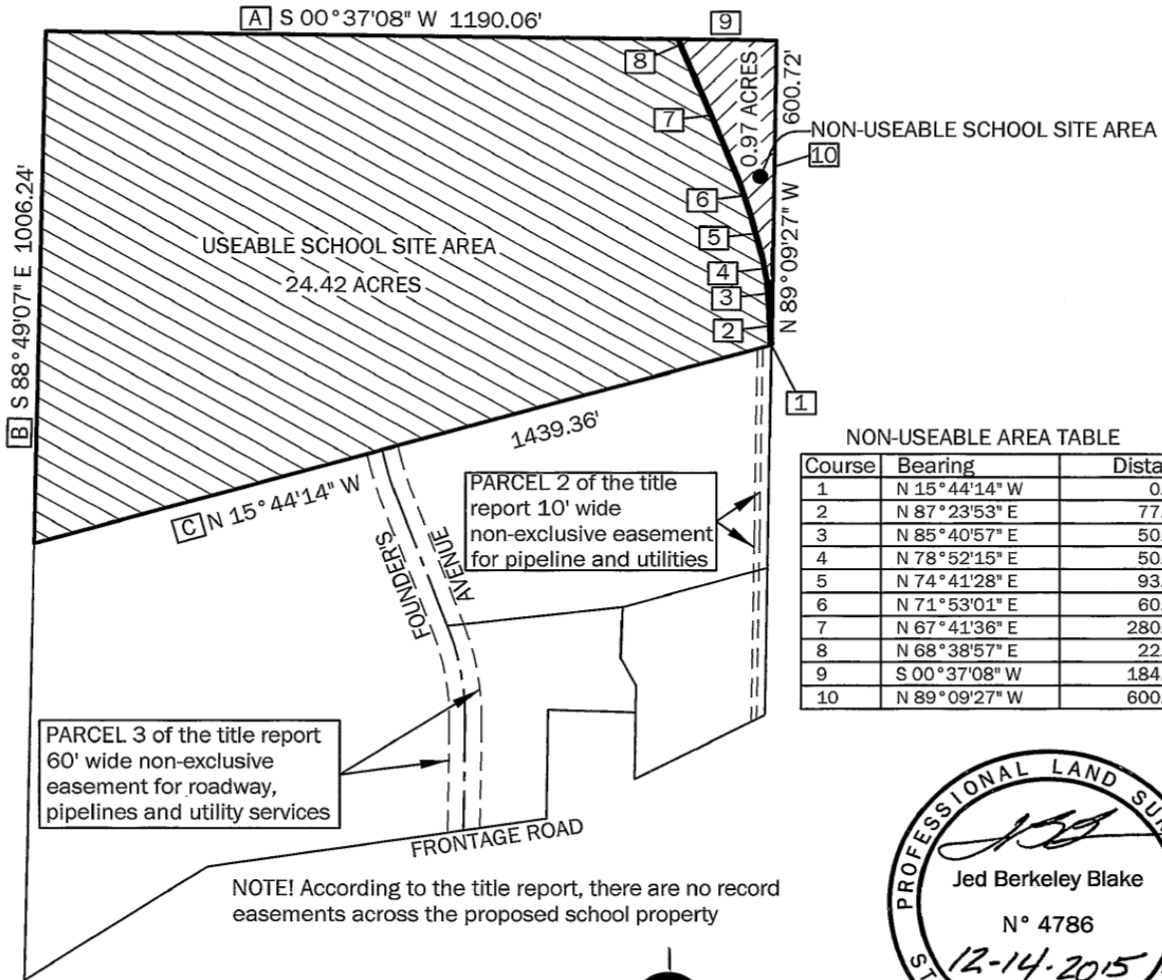
- C. Southerly along the West line of said Voluntary Merger, South 15° 44'14" East, 1439.36 feet to the Northerly terminus of the 1st course of the above described Non-School, Non-Useable Area; thence, along the numbered courses of the above described Non-School, Non-Useable Area,
 2. North 87° 23'53" East, 77.00 feet; thence,
 3. North 85° 40'57" East, 50.00 feet; thence,
 4. North 78° 52'15" East, 50.00 feet; thence,
 5. North 74° 41'28" East, 93.00 feet; thence,
 6. North 71° 53'01" East, 60.00 feet; thence,
 7. North 67° 41'36" East, 280.00 feet; thence,
 8. North 68° 38'57" East, 22.73 feet to the True Point of Beginning of this legal description

Containing 24.42 acres, more or less

This legal description was prepared by Blake Land Surveys



Plat of Exhibit
 being a portion of the NW 1/4
 of Sec. 1, T9N, R34W, S.B.M.
 lying in the County of Santa
 Barbara, State of California
 APN 107-150-013



NON-USEABLE AREA TABLE

Course	Bearing	Distance
1	N 15° 44' 14" W	0.50'
2	N 87° 23' 53" E	77.00'
3	N 85° 40' 57" E	50.00'
4	N 78° 52' 15" E	50.00'
5	N 74° 41' 28" E	93.00'
6	N 71° 53' 01" E	60.00'
7	N 67° 41' 36" E	280.00'
8	N 68° 38' 57" E	22.73'
9	S 00° 37' 08" W	184.00'
10	N 89° 09' 27" W	600.72'



EXHIBIT B

DESCRIPTION OF PROJECT SITE

Attached is a diagram of the School Site that is subject to this Facilities Lease and upon which Developer will construct the Project.

PROPOSED SCHOOL SITE - 1280 FOUNDERS AVENUE, SANTA MARIA, CALIFORNIA - APN 107-150-013
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Figure 1 - Site Location and Pipeline Map

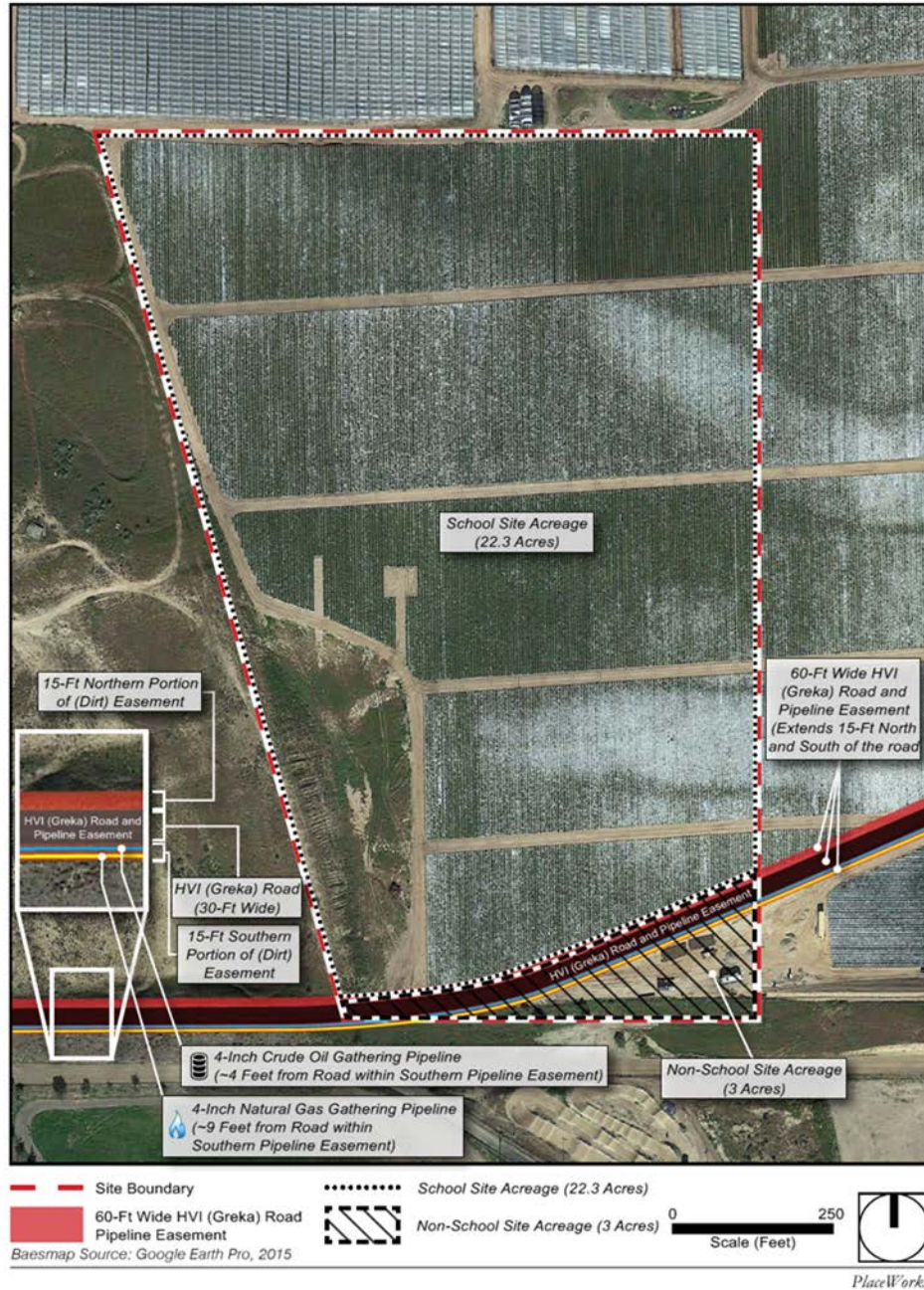


EXHIBIT C

GUARANTEED MAXIMUM PRICE AND

OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

Attached are the terms and provisions related to Site Lease payments, the Facilities Lease, the Guaranteed Maximum Price and other related cost, funding, and payment provisions.

GMP To Be Attached at Acceptance. All other terms and related costs are attached as a part of this exhibit as the Vernon Edwards STATEMENT OF QUALIFICATIONS to RFQ/P 17-267 SANTA MARIA HIGH SCHOOL RECONSTRUCTION.

EXHIBIT D

GENERAL CONSTRUCTION PROVISIONS

Attached are the general construction terms and conditions for the Project.

EXHIBIT D-1

SPECIAL CONDITIONS

Attached are the special terms and conditions for the Project.

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, and is made by and between Vernon Edwards Constructors Inc. ("Developer"), as Lessor, and the Santa Maria Joint Union High School District ("District"), as Lessee.

1. Developer and District have previously entered into a Facilities Lease dated as of _____, 2018, (the "Lease") for the leasing by Developer to District of the Project Site and Project in Santa Maria, California, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Developer in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term for the Lease Payments under the Facilities Lease commenced on _____ and will expire at 11:59 P.M. on _____.

THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED on the date indicated below:

Dated:

Dated:

Santa Maria Joint Union High School District

Vernon Edwards Constructors Inc.

By: _____

By: _____

Name: Yolanda Ortiz
Title: Assistant Superintendent/Business Services

Name: Todd Edwards
Title: President

EXHIBIT F

CONSTRUCTION SCHEDULE

Attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Developer shall meet.

[To Be Attached at Acceptance of GMP.]

EXHIBIT G

SCHEDULE OF VALUES

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit "D") and that has been approved by the District.

[To Be Attached at Acceptance of GMP.]

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after the Division of the State Architect ("DSA") approves the plans and specification for the Project ("Guaranteed Maximum Price").

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction or increase, as may be applicable, in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by the Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to the Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by the Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of the Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at the Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of the Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by the Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by the Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Developer. Cost for items previously used by the Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities including without limitation temporary stair access, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by the Developer at the site, whether rented from the Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 Costs of that portion of the reasonable travel, parking and subsistence expenses of the Developer's personnel incurred while traveling and discharging duties connected with the Work.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
Total Allowance Amount	

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than the Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with the Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by the Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Developer and only to the extent that the

cost of repair or correction is not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of the Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of the Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 The Developer's capital expenses, including interest on the Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Four percent (4%) of the Cost of the Work, as described in Section 2.1.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of one and sixty five-hundredths percent (1.65%) of the Cost of the Work for insurance and one and one-fourth percent (1.25%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 Developer Contingency.

2.1.9.1.1 The Guaranteed Maximum Price includes a Developer Contingency of one and one-half percent (1.50%) of the Cost of the Work, each as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the respective Work.

2.1.9.1.2 The Developer Contingency is not intended for such things as scope changes by District.

2.1.9.1.3 The Developer Contingency may be used at the sole discretion of the Developer.

2.1.9.1.4 The unused portion of the Developer Contingency shall be retained by the Developer at the end of the Project.

2.1.9.1.5 Developer acknowledges and agrees that if the Developer Contingency is insufficient to cover any additional cost for unforeseen conditions that occur over the course of construction and/or scope gaps between subcontract categories of the respective Work, then Developer shall not request or be allowed a change order or other monetary adjustment of the Guaranteed Maximum Price.

2.1.9.2 District Contingency.

2.1.9.2.1 The Guaranteed Maximum Price includes a District Contingency of one and one-half percent (1.50%) of the Cost of the Work for the Project for potential additional construction costs.

2.1.9.2.2 The District Contingency may be used at the sole discretion of the District.

2.1.9.2.3 The unused portion of the District Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Maximum Price to be determined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from the Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of the District Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with the Developer.

2.4.6 If the Parties agree to a reduction or increase in the Guaranteed Maximum Price, the Loan Amount indicated in **Attachment 3** shall be adjusted accordingly and **Attachment 3** shall be amended prior to the commencement of Lease Payments.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Lease Payments ("Tenant Improvement Payments"). The District shall withhold an amount equal to one-third (1/3) of the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the last three (3) payments to Developer for its Work on the Project. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to the Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate form and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, 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.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes 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 limitation or requirement 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.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and

credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 The Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after the Developer completes the Project and the District accepts the Project.

ATTACHMENT 1
GENERAL CONDITIONS COSTS

To be attached.

ATTACHMENT 2
GUARANTEED MAXIMUM PRICE

To be attached.

ATTACHMENT 3
SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount: \$ TBD
Interest: 5.25% Annual
Term in Months 12.00
Payment
Frequency Monthly

<u>Payment #</u>	<u>Monthly Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
Totals				

EXHIBIT D

**GENERAL CONSTRUCTION PROVISIONS
FOR THE FOLLOWING PROJECT:**

**CTE CENTER/AG FARM FACILITIES CONSTRUCTION
PROJECT**

BY AND BETWEEN

**SANTA MARIA JOINT UNION HIGH SCHOOL
DISTRICT**

AND

VERNON EDWARDS CONSTRUCTORS INC.

Dated as of _____, 2018

TABLE OF CONTENTS

	<u>Page</u>
1. CONTRACT TERMS AND DEFINITIONS	1
2. [RESERVED].....	9
3. ARCHITECT	10
4. CONSTRUCTION MANAGER	10
5. INSPECTOR, INSPECTIONS, AND TESTS.....	10
6. DEVELOPER.....	12
7. SUBCONTRACTORS	23
8. OTHER CONTRACTS/CONTRACTORS.....	24
9. DRAWINGS AND SPECIFICATIONS.....	25
10. DEVELOPER’S SUBMITTALS AND SCHEDULES	27
11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS	31
12. TRENCHES	34
13. INSURANCE AND BONDS	35
14. WARRANTY/GUARANTEE/INDEMNITY	36
15. TIME.....	37
16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES.....	39
17. CHANGES IN THE WORK	41
18. REQUESTS FOR INFORMATION	51
19. PAYMENTS	51
20. COMPLETION OF THE WORK	60
21. FINAL PAYMENT AND RETENTION	63
22. UNCOVERING OF WORK.....	65
23. NONCONFORMING WORK AND CORRECTION OF WORK.....	65
24. TERMINATION AND SUSPENSION	67
25. CLAIMS PROCESS.....	67
26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS	73
27. [RESERVED].....	81
28. MISCELLANEOUS.....	81

1. Contract Terms and Definitions

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather. Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature or air conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance Expenditure Directive. Written authorization for expenditure of allowance, if any.

1.1.3 Approval, Approved, and/or Accepted. Written authorization, unless stated otherwise.

1.1.4 Architect (or "Design Professional in General Responsible Charge"). The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.5 As-Builts. Digitally prepared and reproducible drawings using the web-based ProCore application, or comparable, to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

1.1.6 Change Order. A written order to the Developer authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Guaranteed Maximum Price or Contract Time.

1.1.7 Claim. A Dispute that remains unresolved at the conclusion of all the applicable Dispute Resolution requirements provided herein.

1.1.8 Completion. The earliest of the date of acceptance by the District or the cessation of labor thereon for a continuous period of sixty (60) days.

1.1.9 Construction Change Directive. A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.10 Construction Manager. The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.11 Construction Schedule. The progress schedule of construction of the Project as provided by Developer and approved by District.

1.1.12 Contract. The agreement between the District and Developer contained in the Contract Documents.

1.1.13 Contract Documents. The Contract Documents consist exclusively of the documents evidencing the agreement of the District and Developer. The Contract Documents consist of the following documents:

1.1.13.1 Non-Collusion Declaration

1.1.13.2 Site Lease

1.1.13.3 Facilities Lease, including Exhibits A-G

1.1.13.3.1 Non-Collusion Declaration

1.1.13.3.2 Iran Contracting Act Certification

1.1.13.3.3 Performance Bond

1.1.13.3.4 Payment Bond (Developer's Labor & Material Bond)

1.1.13.3.5 Registered Subcontractors List

1.1.13.3.6 Hazardous Materials Procedures and Requirements

1.1.13.3.7 Workers' Compensation Certification

1.1.13.3.8 Prevailing Wage Certification

1.1.13.3.9 Disabled Veterans Business Enterprise Participation Certification (if applicable)

1.1.13.3.10 Drug-Free Workplace Certification

1.1.13.3.11 Tobacco-Free Environment Certification

1.1.13.3.12 Hazardous Materials Certification

1.1.13.3.13 Lead-Based Materials Certification (if applicable)

1.1.13.3.14 Imported Materials Certification (if applicable)

1.1.13.3.15 Criminal Background Investigation/Fingerprinting Certification

1.1.13.3.16 Not used.

1.1.13.3.17 Skilled and Trained Workforce Certification

1.1.13.3.18 Escrow Agreement for Security Deposits in Lieu of Retention (if used)

1.1.13.3.19 Guarantee Form

1.1.13.3.20 Agreement and Release of Any and All Claims

1.1.13.4 All Plans, Technical Specifications, and Drawings

1.1.13.5 Any and all addenda to any of the above documents

1.1.13.6 Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.14 Contract Time. The time period stated in the Facilities Lease for the completion of the Work.

1.1.15 Daily Job Report(s). Daily Project reports prepared by the Developer's employee(s) who are present on Site, which shall include the information required herein.

1.1.16 Day(s). Unless otherwise designated, day(s) means calendar day(s).

1.1.17 Department of Industrial Relations (or "DIR"). DIR is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.18 Design Professional in General Responsible Charge. See definition of Architect above.

1.1.19 Developer. The person or persons identified in the Facilities Lease as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.20 Dispute. A separate demand by Developer for a time extension, or payment of money or damages arising from Work done by or on behalf of the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or Developer is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.21 District. The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time:

1.1.21.1 Direct the Developer to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Developer will communicate with or provide notice to the District; and/or

1.1.21.2 Direct the Construction Manager or the Architect to communicate with or direct the Developer on matters for which the Contract Documents indicate the District will communicate with or direct the Developer.

1.1.22 Drawings (or "Plans"). The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of

the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.23 DSA. Division of the State Architect.

1.1.24 Force Account Directive. A process that may be used when the District and the Developer cannot agree on a price for a specific portion of work or before the Developer prepares a price for a specific portion of work and whereby the Developer performs the work as indicated herein on a time and materials basis.

1.1.25 Guaranteed Maximum Price. The total monies payable to the Developer under the terms and conditions of the Contract Documents.

1.1.26 Job Cost Reports. Any and all reports or records detailing the costs associated with work performed on or related to the Project that Developer shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.27 Labor Commissioner's Office (or "Labor Commissioner"). Also known as the Division of Labor Standards Enforcement ("DLSE"): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.28 Material Safety Data Sheets (or "MSDS"). A form with data regarding the properties for potentially harmful substances handled in the workplace.

1.1.29 Municipal Separate Storm Sewer System (or "MS4"). A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.30 Plans. See "Drawings".

1.1.31 Premises. The real property on which the Site is located.

1.1.32 Product(s). New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.33 Product Data. Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Developer to illustrate a material, product, or system for some portion of the Work.

1.1.34 Project. The planned undertaking as provided for in the Contract Documents.

1.1.35 Project Inspector (or "Inspector"). The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.36 Project Labor Agreement (or "PLA"). A prehire collective bargaining agreement in accordance with Public Contract Code section 2500 *et seq.* that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.37 Program Manager. The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project that is the subject of the Contract Documents, then all references to Program Manager herein shall be read to refer to District.

1.1.38 Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by the Developer requesting that the District, the Construction Manager and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.39 Provide. Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.40 Qualified SWPPP Practitioners ("QSP"). Certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.41 Record Drawings. Unless otherwise defined in the Special Conditions, Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents, that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also "**As-Builts**".

1.1.42 Request for Information ("RFI" or "RFIs"). A written request prepared by the Developer requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Developer believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.43 Request for Substitution for Specified Item. A request by Developer to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.44 Safety Orders. Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("Cal/OSHA") or

by the United States Occupational Safety and Health Administration (“OSHA”).

1.1.45 Safety Plan. Developer’s safety plan specifically adapted for the Project. Developer’s Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these Construction Provisions.

1.1.46 Samples. Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.47 Shop Drawings. All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Developer, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.48 Site. The Project site as shown on the Drawings.

1.1.49 Specifications. That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.50 State. The State of California.

1.1.51 Storm Water Pollution Prevention Plan (or “SWPPP”). A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.52 Subcontractor. A contractor and/or supplier who is under contract with the Developer or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.53 Submittal Schedule. The schedule of submittals as provided by Developer and approved by District.

1.1.54 Surety. The person, firm, or corporation that executes as surety the Developer’s Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.55 Work. All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract Documents

The Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract Documents, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract Documents.

1.4 No Assignment

Except as specifically permitted in the Facilities Lease, Developer shall not assign the Contract Documents or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under the Contract Documents shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with the Contract Documents. Developer shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

1.5.1 Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered five (5) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract Documents, nor shall any action or failure to act constitute an approval of or acquiescence on any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions For Specified Items

Developer shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District, unless otherwise provided in the Contract Documents.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in the Contract Documents, Developer shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Work, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, and workmanship shall be of high quality, and Developer shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings and Specifications, the Developer shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5 Developer shall, after award of the Project by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Developer shall, upon demand from District, present documentary evidence showing that orders have been placed.

1.8.6 In the event of Developer's neglect in complying or failure to comply with the above instructions, District reserves the right, but has no obligation, to place orders for such materials and/or equipment as the District may deem advisable so that the Work may be completed by the date specified in the Facilities Lease, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Developer or deducted from payment(s) to Developer.

1.8.7 Developer warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Developer further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract Documents shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Developer may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Developer shall advise District as to owner thereof.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Developer for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Developer in hands of District (e.g., Stop Payment Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for Work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of the Contract Documents and attendant liability for its protection and safety shall remain with Developer until incorporated in the Work of the Contract Documents and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of the Contract Documents. Should the District, in its discretion, allow the Developer to store materials and/or equipment for the Work off-site, Developer will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Developer shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

2. [Reserved]

3. Architect

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract Documents.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Developer shall provide District and the Construction Manager with a copy of all written communication between Developer and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and change order requests.

4. Construction Manager

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract Documents on the District's behalf. After execution of the Contract Documents, all correspondence and/or instructions from Developer and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Developer's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Developer, any Subcontractor, or their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. Inspector, Inspections, and Tests

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in

accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Developer shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Developer from an obligation to fulfill the Contract Documents. Project Inspector(s) and the DSA are authorized to suspend work whenever the Developer and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Developer shall instruct its Subcontractors and employees accordingly.

5.1.3 If Developer and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-Site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Developer.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Developer. The Developer shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection. This notice shall be provided, at a minimum, forty-eight (48) hours prior to the inspection of the material that needs to be tested and, at a minimum, seventy-two (72) hours prior to any special or off-site inspection.

5.2.3 The Developer shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must by terms of the Contract Documents be tested so that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Developer from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the

receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the costs for all tests and inspections. Developer shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Guaranteed Maximum Price, and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off Site Inspections

If the Developer performs Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be borne by the Developer and may be invoiced to the Developer by the District or the District may deduct those expenses from the next Tenant Improvement Payment.

6. Developer

Developer shall construct and complete, in a good and workmanlike manner, the Work for the Guaranteed Maximum Price including any adjustment(s) to the Guaranteed Maximum Price pursuant to provisions herein regarding changes to the Guaranteed Maximum Price. Except as otherwise noted, Developer shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Developer

6.1.1 Developer is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Developer or any of Developer's Subcontractors, agents or employees. Developer assumes exclusively the responsibility for the acts of its agents and employees as they relate to the services to be provided during the course and scope of their employment. Developer, its Subcontractors, and its agents and employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Developer's activities to determine compliance with the terms of the Contract Documents.

6.1.2 As required by law, Developer and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827 (Post Office Box 26000, Sacramento, California 95826), <http://www.cslb.ca.gov>.

6.1.3 As required by law, Developer and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm> or current URL.

6.1.4 Developer represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Developer.

6.2 Project Inspection Card(s)

Developer shall verify that forms DSA 152 (or most current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 Developer's Supervision

6.3.1 During progress of the Work, Developer shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Developer, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Developer's employees.

6.3.3 Before commencing the Work herein, Developer shall give written notice to District of the name of its project manager and construction superintendent. Neither the Developer's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Developer's project manager and/or construction superintendent proves to be unsatisfactory to Developer, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, Developer shall immediately notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Developer's project manager and construction superintendent shall each represent Developer, and all directions given to Developer's project manager and/or construction superintendent shall be as binding as if given to Developer.

6.3.4 Developer shall give efficient supervision to Work, using its best skill and attention. Developer shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Developer or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). Developer shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3.5 All contractors doing work on the Project will provide their workers with identification badges. These badges will be worn by all members of the contractor's staff who are working in a District facility.

6.3.5.1 Badges must be filled out in full and contain the following information:

6.3.5.1.1 Name of contractor

6.3.5.1.2 Name of employee

6.3.5.1.3 Contractor's address and phone number

6.3.5.2 Badges are to be worn when the Developer or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

6.3.5.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the contractor.

6.4 Duty to Provide Fit Workers

6.4.1 Developer and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Developer to ensure compliance with this requirement. District may require Developer to permanently remove unfit persons from Project Site.

6.4.2 Any person in the employ of Developer or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 The Developer shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.4.4 If Developer intends to make any change in the name or legal nature of the Developer's entity, Developer shall first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Developer's intended change is permissible while performing the Work.

6.5 Field Office

6.5.1 Developer shall provide on the Work Site a temporary office.

6.6 Purchase of Materials and Equipment

The Developer 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.

6.7 Documents on Work

6.7.1 Developer shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Developer shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, Section 4-343.) Developer shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Developer shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports

6.7.2.1 Developer shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Developer's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.7.2.1.1 A brief description of all Work performed on that day.

6.7.2.1.2 A summary of all other pertinent events and/or occurrences on that day.

6.7.2.1.3 The weather conditions on that day.

6.7.2.1.4 A list of all Subcontractor(s) working on that day, including DIR registration numbers.

6.7.2.1.5 A list of each Developer employee working on that day and the total hours worked for each employee.

6.7.2.1.6 A complete list of all equipment on Site that day, whether in use or not.

6.7.2.1.7 A complete list of all materials, supplies, and equipment delivered on that day.

6.7.2.1.8 A complete list of all inspections and tests performed on that day.

6.7.2.2 Each day Developer shall provide a copy of the previous day's Daily Job Report to the District or the District's Construction Manager.

6.8 Preservation of Records

Developer shall maintain, and District shall have the right to inspect, Developer's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Developer's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; and as it pertains to change orders, all books, estimates, records, contracts, documents, cost data, subcontract job cost reports, and other data of the Developer, any Subcontractor, and/or supplier, including computations and projections related to estimating, negotiating, pricing, or performing the Work or modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any documents held in escrow by the District. The Developer shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Facilities Lease. Notwithstanding the provisions above, Developer shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Developer shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.9.2 Developer shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Developer's and Subcontractors' work resulting therefrom.

6.9.3 Developer and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Developer shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Developer, inclusive of repair work.

6.9.5 Developer shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.10 Notifications

6.10.1 Developer shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.

6.10.2 Developer shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector.

6.11 Obtaining of Permits, Licenses and Registrations

Developer shall secure and pay for any permits (except DSA), licenses, registrations, approvals, and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, Exhibit D-1, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Developer shall obtain and pay, only when legally required, for all licenses, approvals, registrations, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract Documents. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment. The costs associated with said permits, licenses, registrations, approvals and certificates shall be direct reimbursement items and are not subject to any markup.

6.12 Royalties and Patents

6.12.1 Developer shall obtain and pay, when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Developer shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, Construction Manager and the Architect harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Developer has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Developer shall indemnify and defend the District, Construction Manager and Architect against any loss or damage.

6.12.2 The review by the District, Construction Manager or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only as to its adequacy for the Work and shall not constitute approve use by the Developer in violation of any patent or other rights of any person or entity.

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Developer shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Developer observes that Drawings and Specifications are at variance with any applicable laws, ordinances, rules and regulations, or should Developer become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Developer shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in this Exhibit D for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 National Board of Fire Underwriters' Regulations

6.13.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

6.13.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

6.13.2 Developer shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.13.3 If Developer performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Developer shall bear all costs arising therefrom and arising from the correction of said Work.

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Developer shall use its best efforts to satisfy the requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.14 Safety/Protection of Persons and Property

6.14.1 The Developer will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.14.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Developer shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.3 Any construction review of the Developer's performance is not intended to include review of the adequacy of the Developer's safety measures in, on, or near the Work Site.

6.14.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Developer.

6.14.5 The Developer shall furnish to the District a copy of the Developer's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.6 Developer 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 the Contract Documents and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Developer's risk.

6.14.7 Developer shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project 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. Developer shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, 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.

6.14.8 Hazards Control –Developer shall store volatile wastes in approved covered metal containers and remove them from the Site daily. Developer shall prevent accumulation of wastes that create hazardous conditions.

Developer shall provide adequate ventilation during use of volatile or noxious substances.

6.14.9 Developer shall designate a responsible member of its organization on the Project, 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 Developer.

6.14.10 Developer 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, Developer shall correct such violation promptly.

6.14.11 Developer shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.14.12 In an emergency affecting safety of life or of work or of adjoining property, Developer, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Developer on account of emergency work shall be determined by agreement.

6.14.13 All salvage materials will become the property of the Developer and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.14.14 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.14.15 Developer shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.14.16 The Developer shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Developer shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Developer shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.14.17 Developer 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.

6.14.18 Developer shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Developer shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.14.19 Developer, Developer's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Developer to permanently remove non-complying persons from Project Site.

6.14.20 Developer shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Developer shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.14.21 In the event that the Developer enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Developer shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Developer shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities ("General Permit")

6.15.1 Developer acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

6.15.1.1 A Municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

6.15.1.2 A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

6.15.1.2.1 Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.

6.15.1.2.2 Construction sites where:

6.15.1.2.2.1 One (1) or more acres of soil will be disturbed, or

6.15.1.2.2.1.1 The Project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

6.15.2 District shall develop and pay for a SWPPP and Developer shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.15.3 At no additional cost to the District, Developer shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

6.15.3.1 At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

6.15.3.2 Monitoring any Numeric Action Levels (NALs), if applicable.

6.16 Working Evenings and Weekends

Developer may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Developer shall give the District forty-eight (48) hours' notice prior to performing any evening and/or weekend work. Developer shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Developer shall reimburse the District for any increased or additional Inspector charges as a result of the Developer's increased hours, or evening and/or weekend work.

6.17 Cleaning Up

6.17.1 The Developer shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Developer shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Developer must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Developer at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable,

available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.17.2 Developer at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Developer shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Developer fails to clean up, District may do so and the cost thereof shall be charged to Developer. If the Contract calls for Work on an existing facility, Developer shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Developer shall comply with all related provisions of the Specifications.

6.17.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Developer a 24-hour written notice to mitigate the condition.

6.17.4 Should the Developer fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Guaranteed Maximum Price, or District may withhold those amounts from payment(s) to Developer.

7. Subcontractors

7.1 Developer shall provide the District with information for all of Developer's Subcontracts and Subcontractors as indicated in the Developer's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of the Contract Documents.

7.3 Developer agrees to bind every Subcontractor by terms of the Contract Documents as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Developer subcontracts any part of the Work called for by the Contract Documents, Developer shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Developer. The divisions or sections of the Specifications and/or the arrangements of the drawings are not intended to control the Developer in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under the Contract Documents shall not in any way relieve Developer of any obligations under the Contract Documents and no such consent shall be deemed to waive any provisions of the Contract Documents.

7.5 Developer is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Developer's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 Developer shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.6.1 If the Contract is valued at \$1 million or more and plans to use state bond funds, then Developer is responsible for ensuring that first-tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses, are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.6.2 Developer is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

7.7 Developer is solely responsible for settling any differences between the Developer and its Subcontractor(s) or between Subcontractors.

7.8 Developer must include in all of its subcontracts the assignment provisions indicated in the Termination section of these Construction Provisions.

8. Other Contracts/Contractors

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Developer shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Developer's Work with the work of other contractors.

8.2 Developer shall protect the work of any other contractor that Developer encounters while working on the Project.

8.3 If any part of Developer's Work depends for proper execution or results upon work of District or any other contractor, the Developer shall visually inspect, and with reasonable effort, physically inspect all accessible portions of District's or any other contractor's work and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Developer's Work unsuitable for proper execution and results. Developer shall be held accountable for damages to District for District's or any other contractor's work that Developer failed to inspect or should have inspected. Developer's failure to inspect and report shall constitute Developer's acceptance of all District's or any other contractor's work as fit and proper for reception of Developer's Work, except as to defects that may develop in District's or any other contractor's work after execution of Developer's Work and not caused by execution of Developer's Work.

8.4 To ensure proper execution of its subsequent Work, Developer shall measure and inspect Work already in place and shall at once report to the District in writing any discrepancy between that executed Work and the Contract Documents.

8.5 Developer shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Developer may perform under the Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Developer exclusive occupancy of the Site, the Premises, or of the Project. Developer shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Developer's obligations under the Contract Documents, Developer shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. Drawings and Specifications

9.1 A complete list of all Drawings that form a part of the Contract Documents are to be found as an index on the Drawings themselves, and/or may be provided to the Developer and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term

It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Developer that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Developer observes that Drawings and Specifications are in conflict with the Contract Documents, Developer shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 Figured dimensions shall be followed in preference to scaled dimensions, and the Developer shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any

work, each Developer shall verify all measurements at the building and shall be responsible for the correctness of same.

9.7 Should any question arise concerning the intent or meaning of the Contract Documents, including the Plans and Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, these Construction Provisions shall control over the Facilities Lease, which shall control over the Site Lease, which shall control over Division 1 Documents, which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity of material or workmanship control. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications.

9.8 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract Documents within the limits specified.

9.9 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.10 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Developer in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Developer nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Developer, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

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10. Developer's Submittals and Schedules

Developer's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values.

10.1.1 The Developer shall comply with the construction schedule attached to the Facilities Lease as Exhibit F ("Construction Schedule"). [To be attached when available.]

10.1.2 Developer must provide all schedules both in hard copy and electronically, in a format (e.g. Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and the Developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to discuss with the Developer revisions to the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All submittals and schedules must be approved by the District before Developer can rely on them as a basis for payment.

10.1.6 Within TEN (10) calendar days after the date of the Notice to Proceed with Construction (unless otherwise specified in the Specifications), the Developer shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.6.1 Preliminary Schedule

A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.6.2 Preliminary Schedule of Values

A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary

schedule of values shall include, at a minimum, the following information and the following structure:

10.1.6.2.1 Divided into at least the following categories:

10.1.6.2.1.1 Overhead and profit

10.1.6.2.1.2 Supervision

10.1.6.2.1.3 General conditions

10.1.6.2.1.4 Layout

10.1.6.2.1.5 Mobilization

10.1.6.2.1.6 Submittals

10.1.6.2.1.7 Bonds and insurance

10.1.6.2.1.8 Close-out/Certification documentation

10.1.6.2.1.9 Demolition

10.1.6.2.1.10 Installation

10.1.6.2.1.11 Rough-in

10.1.6.2.1.12 Finishes

10.1.6.2.1.13 Testing

10.1.6.2.1.14 Punch list and acceptance

10.1.6.2.2 And also divided by each of the following areas:

10.1.6.2.2.1 Site work

10.1.6.2.2.2 By each building

10.1.6.2.2.3 By each floor

10.1.6.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.6.2.3.1 Mobilization and layout combined to equal not more than 1%.

10.1.6.2.3.2 Submittals, samples and shop drawings combined to equal not more than 3%.

10.1.6.2.3.3 Bonds and insurance combined to equal not more than 3.1%.

10.1.6.2.4 Closeout documentation shall have a value in the preliminary schedule of not less than 1%.

10.1.6.2.5 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Developer's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.6.2.6 Developer shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Developer's bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Developer, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Developer shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.6.2.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Developer without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.6.3 Schedule of Values

The Developer shall provide for District review and approval prior to commencement of the Work a schedule of values for all of the Work, which includes quantities and prices of items aggregating the Guaranteed Maximum Price and subdivided into component parts as per specifications. The Schedule of Values shall not be modified or amended by the Developer without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District. The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.6.4 Preliminary Schedule of Submittals

A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals may be reviewed by District in ProCore and shall be forwarded to the Architect by the date indicated on the approved Submittal Schedule, unless an earlier date is

necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Developer shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than ninety (90) days after the Notice to Proceed with Construction.

10.1.6.5 Safety Plan

Developer's Safety Plan specifically adapted for the Project shall comply with the following requirements:

10.1.6.5.1 All applicable requirements of California Division of Occupational Safety and Health ("Cal/OSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.6.5.2 All provisions regarding Project safety, including all applicable provisions in these Construction Provisions.

10.1.6.5.3 Developer's Safety Plan shall be in English and in the language(s) of the Developer's and its Subcontractors' employees.

10.1.6.6 Complete Registered Subcontractor List

The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number, and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.2 Monthly Progress Schedule(s)

10.2.1 Developer shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent as noted below and, if also requested by District, within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Developer shall submit Monthly Progress Schedule(s) with all payment applications.

10.2.3 Developer must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.4 District will review the schedules submitted and Developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.5 District shall have the right at any time to discuss with the Developer revisions to the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 All submittals and schedules must be approved by the District before Developer can rely on them as a basis for payment. District shall use best efforts to approve all submittals and schedules on or before fourteen (14) days after presentation of the same from Developer, providing there are no extenuating circumstances, and no such approval shall be unreasonably withheld by District.

10.3 Material Safety Data Sheets (MSDS)

Developer is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Developer is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

11. Site Access, Conditions, And Requirements

11.1 Site Investigation

Developer has made a careful investigation of the Site and is familiar with the requirements of the Contract Documents and has accepted the readily observable, existing conditions of the Site.

11.2 Soils Investigation Report

When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be made available to the Developer but shall not be a part of this Contract but shall not alleviate or excuse Developer's obligation to perform its own investigation. Any information obtained from that 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, does not form a part of this Contract, and Developer may not rely thereon. Developer acknowledges that it has made a visual examination of the Site and has made whatever tests Developer deems appropriate to determine underground condition of soil.

11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Developer shall provide safe and proper facilities for such access so that District's representatives

may perform their functions. District shall provide Developer adequate advance notice for access to active construction zones such that Developer may provide for safety measures to District and representatives.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Developer at its expense. This Work shall be done by a qualified, California-registered civil engineer or licensed land surveyor approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer or licensed land surveyor.

11.4.2 The Developer shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Developer's error or negligence in acquainting itself with the conditions at the Site.

11.4.3 Developer shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Developer shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Developer shall provide surveys done by a California-licensed civil engineer or licensed land surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Developer, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Developer unless an inquiry identification number has been assigned to the Developer or any Subcontractor and the Developer has given the District the identification number. Any damages arising from Developer's failure to make appropriate notification shall be at the sole risk and expense of the Developer. Any delays caused by failure to make appropriate

notification shall be at the sole risk of the Developer and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under the Contract Documents with respect to any such utility facilities that are not identified in the Plans and Specifications. Developer shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Developer of its responsibilities to exercise reasonable care and to pay all costs of repair due to Developer's failure to do so. District shall compensate Developer for the costs of locating, repairing damage not due to the failure of Developer to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Developer for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Developer, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Developer shall immediately notify the District and the utility in writing. In the event Developer fails to immediately provide notice and subsequently causes damage to the utility facilities, the cost of repair for damage to above-mentioned visible facilities shall be borne by the Developer.

11.10 Notification

Developer understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Developer to promptly notify the District in writing, pursuant to these provisions, shall constitute Developer's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Developer shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Developer nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences, trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. Trenches

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Guaranteed Maximum Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Developer shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4 No Excavation without Permits

The Developer shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Developer shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Developer believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety

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

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Developer's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Developer whether the conditions materially differ or cause a decrease or increase in the Developer's cost of, or time required for, performance of any part of the Work, the Developer shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Developer shall retain any and all rights provided either by the Contract Documents or by law that pertain to the resolution of disputes and protests.

13. Insurance and Bonds

13.1 Developer's Insurance

The Developer shall comply with the insurance requirements as indicated in the Facilities Lease.

13.2 Contract Security – Bonds

13.2.1 Developer shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond

A bond in an amount at least equal to one hundred percent (100%) of Guaranteed Maximum Price as security for faithful performance of the Contract Documents.

13.2.1.2 Payment Bond

A bond in an amount at least equal to one hundred percent (100%) of the Guaranteed Maximum Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Guaranteed Maximum Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. Warranty/Guarantee/Indemnity

14.1 Warranty/Guarantee

14.1.1 The Developer shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees and warranties required elsewhere, Developer shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of ONE (1) year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District, or its agent, of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

14.1.3 If any work is not in compliance with the Drawings and Specifications, Developer shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a ONE (1) year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District.

14.1.4 In the event of failure of Developer and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Developer and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Developer and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.5 If any work is not in compliance with the Drawings and Specifications and if in the opinion of District said defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Developer or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Developer and Surety of the guarantees or warranties provided in this Article or elsewhere in this Agreement.

14.1.6 The above provisions do not in any way limit the guarantees or warranties on any items for which a longer guarantee or warranty is specified or on any items for which a manufacturer gives a guarantee or warranty for a

longer period. Developer shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.7 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity

Developer shall indemnify the District as indicated in the Facilities Lease.

15. Time

15.1 Notice to Proceed with Construction

15.1.1 District may issue a Notice to Proceed with Construction within ninety (90) days from the date of the Notice of Award. Once Developer has received the Notice to Proceed with Construction, Developer shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed with Construction beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Developer, the District may postpone issuing the Notice to Proceed with Construction. It is further expressly understood by Developer that Developer shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed with Construction.

15.1.3 If the Developer believes that a postponement of issuance of the Notice to Proceed with Construction will cause a hardship to Developer, Developer may terminate the Contract. Developer's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Developer of District's notice of postponement. It is further understood by Developer that in the event that Developer terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Developer for the Work that Developer had performed at the time of notification of postponement.

15.2 Computation of Time / Adverse Weather

15.2.1 The Developer will only be allowed a time extension for Adverse Weather conditions if requested by Developer in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.2.1.2 Developer can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Developer's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affect the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

15.2.3 The Developer shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Developer and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3.3 No Work during State Testing

Developer shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Developer with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed with Construction, or as soon as test dates are made available to the District.

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15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract Documents. By executing the Facilities Lease, the Developer confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

The Developer shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Developer commences Work without insurance and bonds, all Work is performed at Developer's peril and shall not be compensable until and unless Developer secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Developer shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in these Construction Provisions.

15.6 Expeditious Completion

The Developer shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. Extensions of Time – Liquidated Damages

16.1 Liquidated Damages

Developer and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Developer shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Facilities Lease for each calendar day of delay in Completion. Developer and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Developer shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Developer or its Subcontractors, including without limitation acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Developer shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and

facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Developer has timely submitted the Construction Schedule as required herein.

16.2.2 Developer shall notify the District pursuant to the claims provisions in these Construction Provisions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Developer requests an extension of Contract Time for unavoidable delay as set forth in subparagraph 16.2.1, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Developer fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Developer must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Schedule Analysis"). Such Schedule Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (This information must be provided for any portion of any delay of seven (7) days or more.)

16.2.3.3 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

16.3 No Additional Compensation for Delays within Developer's Control

16.3.1 Developer is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Developer-prepared drawings or approve a proposed installation. Accordingly, Developer has included in the Guaranteed Maximum Price, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies,

including without limitation delays due to California Environmental Quality Act ("CEQA") compliance. Thus, Developer is not entitled to make a claim for damages for delays arising from the review of Developer's drawings.

16.3.1.1 Developer shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.1.1.1 The District is responsible for the delay.

16.3.1.1.2 The delay is unreasonable under the circumstances involved.

16.3.1.1.3 The delay was not within the contemplation of District and Developer; and

16.3.1.1.4 Developer timely complies with the claims procedure of the Contract Documents.

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Developer, but its use shall be determined solely by the District.

17. Changes in the Work

17.1 No Changes without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless a request for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Developer shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Developer shall be fully responsible for any and all delays and/or expenses caused by Developer's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Guaranteed Maximum Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District

in advance of the work by Developer. In the event that Developer proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Developer waives any claim of additional compensation or time for that additional work. Under no circumstances shall Developer be entitled to any claim of additional compensation or time not expressly requested by Developer in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 Developer understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Guaranteed Maximum Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Change Orders

A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Board of Education), the Developer, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1 A description of a change in the Work.

17.3.1.1 The amount of the adjustment in the Guaranteed Maximum Price, if any; and

17.3.1.2 The extent of the adjustment in the Contract Time, if any.

17.3.2 Changes in Guaranteed Maximum Price

A Change Order Request ("COR") shall include breakdowns pursuant to the provisions herein to validate any change in Guaranteed Maximum Price.

17.3.3 Unknown and/or Unforeseen Conditions

If there is an Allowance, then Developer must submit a Request for Allowance Expenditure Directive, including supporting documentation as described below, to receive authorization for the release of funds from the Allowance. If cost of the unforeseen condition(s) exceed the Allowance, Developer must submit a COR requesting an increase in Guaranteed Maximum Price and/or Contract Time that is based at least partially on Developer's assertion that Developer has encountered unknown and/or unforeseen condition(s) on the Project, then Developer shall base the COR on provable information that, to the District's satisfaction, demonstrates that the unknown and/or unforeseen

condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the COR and the Developer shall complete the Project without any increase in Guaranteed Maximum Price and/or Contract Time based on that COR.

17.4 Proposed Change Order

17.4.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Developer requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work, to the Guaranteed Maximum Price, and/or to the Contract Time.

17.4.2 Changes in Guaranteed Maximum Price

A PCO shall include breakdowns and backup documentation pursuant to the provisions herein and sufficient, in the District's judgment, to validate any change in Guaranteed Maximum Price. In no case shall Developer or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.4.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Developer fails to request a time extension in a PCO, then the Developer is thereafter precluded from requesting, and waives any right to request, additional time and/or claiming a delay. In no case shall Developer or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.4.4 Unknown and/or Unforeseen Conditions

If Developer submits a PCO requesting an increase in Guaranteed Maximum Price and/or Contract Time that is based at least partially on Developer's assertion that Developer has encountered unknown and/or unforeseen condition(s) on the Project, then Developer shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Developer shall complete the Project without any increase in Guaranteed Maximum Price and/or Contract Time based on that PCO.

17.5 Proposed Change Order Certification

In submitting a PCO, Developer certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Developer submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

17.6 Format for Proposed Change Order

17.6.1 The format at section 17.6 shall be used as applicable by the District and the Developer (e.g. Change Orders, PCOs) to communicate proposed additions and/or deductions to the Contract, supported by attached documentation.

17.6.2 Labor

Developer shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Developer in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof.

17.6.3 Materials

Developer shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Developer, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Developer for materials in connection with any change in the Work are excessive, or if the Developer fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Developer shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.6.4 Equipment

As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Developer shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Developer shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move the Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Developer will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Developer from the Architect, the Project Inspector, the Construction Manager and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Developer shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of a change in the Work where the Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Developer in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector, Construction Manager and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Developer for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Developer incidental to the use of the Equipment.

17.6.5 Overhead and Profit.

The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general field and home office expenses.

17.7 Format for Change Order Request and Proposed Change Order

The following format shall be used as applicable by the District and the Developer (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract Documents, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	<u>SUBCONTRACTOR PERFORMED WORK</u>	ADD	DEDUCT
(a)	<u>Material</u> (attach supplier's invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Subcontractor's overhead and profit</u> , not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Developer's overhead and profit</u> , not to exceed Developer's fee as defined in section 2.1.7 in Exhibit C to the Facilities Lease of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , at Developer's Cost, not to exceed the Bonds and Insurance as defined in section 2.1.8 in Exhibit C to the Facilities Lease of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	__ Calendar Days	

	<u>DEVELOPER PERFORMED WORK</u>		
(a)	<u>Material</u> (attach supplier's invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	Add Developer's overhead and profit , not to exceed ten percent (10%) plus Developer's fee as defined in section 2.1.7 in Exhibit C to the Facilities Lease of Item (d) .		
(f)	<u>Subtotal</u>		
(g)	<u>Add Bond and Insurance</u> , at Developer's Cost, not to exceed the Bonds and Insurance as defined in section 2.1.8 in Exhibit C to the Facilities Lease of Item (h)		
(h)	<u>TOTAL</u>		
(i)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	__ Calendar Days	

17.8 Change Order Certification

17.8.1 All Change Orders, CORs, and PCOs must include the following certification by the Developer:

The undersigned Developer approves the foregoing as to the changes, if any, and to the Guaranteed Maximum Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. and U.S. Criminal Code, 18 U.S.C. § 1001. It is understood that the changes herein to the Contract Documents shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Developer's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Developer is not entitled to separately

recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.9 Determination of Change Order Cost

17.9.1 The amount of the increase or decrease in the Guaranteed Maximum Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.9.1.1 District acceptance of a COR or PCO.

17.9.1.2 By amounts contained in Developer's schedule of values, if applicable.

17.9.1.3 By agreement between District and Developer.

17.10 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deleted work less the value of any new work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. If Developer offers a proposed amount for a deductive Change Order(s) for work performed, Developer shall include a credit for total profit and overhead less proof of expended costs related to the deleted work with the Change Order(s). Any deviation from this provision shall not be allowed.

17.11 Addition or Deletion of Alternate Bid Item(s)

17.11.1 If a subcontractor's Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Developer's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents.

17.11.2 For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Developer, and the Developer shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Developer's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.12 Construction Change Directives

17.12.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and

signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Guaranteed Maximum Price or Contract Time, if any, is subject to the provision of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment of the Guaranteed Maximum Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.12.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.13 Force Account Directives

17.13.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Developer for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.13.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.13.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.13.4 The Developer shall be responsible for all costs related to the administration of Force Account Directives. The markup for overhead and profit for Developer modifications shall be full compensation to the Developer to administer Force Account Directives, and Developer shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.13.5 The Developer shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Developer shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Developer will not be compensated for force account work in the event that the Developer fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.13.6 The Developer shall diligently proceed with the work, and on a daily basis, submit a daily force account report no later than 5:00 p.m. each day on

a form supplied by the District. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The IOR or District representative will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Developer for its records. The District will not sign, nor will the Developer receive compensation for, work the District cannot verify. The Developer will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work

17.13.7 In the event the Developer and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Developer's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.14 Price Request

17.14.1 Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect or Construction Manager requesting the Developer submit to the District, the Construction Manager and the Architect an estimate of the effect of a proposed change in the Work on the Guaranteed Maximum Price and the Contract Time.

17.14.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Developer to provide the cost breakdowns required. The Developer shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.15 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Developer shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Developer is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Construction Manager and the Architect or the Project Inspector upon request. In the event that the Developer fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Developer.

17.16 Notice Required

If the Developer desires to make a claim for an increase in the Guaranteed Maximum Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Developer shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Guaranteed Maximum Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.17 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Developer to the extent required by the Contract Documents.

17.18 Alteration to Change Order Language

Developer shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Developer shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.19 Failure of Developer to Execute Change Order

Developer shall be in default of the Contract Documents if Developer fails to execute a Change Order when the Developer agrees with the addition and/or deletion of the Work in that Change Order.

18. Requests For Information

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Developer shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Guaranteed Maximum Price, Contract Time, or the Contract Documents.

18.2 The Developer may be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Developer, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District may deduct from and/or invoice Developer for professional services arising therefrom.

19. Payments

19.1 Guaranteed Maximum Price

As compensation for Developer's construction of the Project, the District shall pay Developer pursuant to the terms of Exhibit "C" to the Facilities Lease. This is the

total amount payable by the District to the Developer for performance of the Work under the Contract.

19.2 Applications for Tenant Improvement Payments

19.2.1 Procedure for Applications for Tenant Improvement Payments

19.2.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Developer shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be on a form approved by the District and shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1 The amount paid to the date of the Application for Payment to the Developer, to all its Subcontractors, and all others furnishing labor, material, or equipment under the Contract Documents.

19.2.1.1.2 The amount being requested under the Application for Payment by the Developer on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract Documents.

19.2.1.1.3 The balance that will be due to each of such entities after said payment is made.

19.2.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current.

19.2.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment.

19.2.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein.

19.2.1.1.7 The additions to and subtractions from the Guaranteed Maximum Price and Contract Time.

19.2.1.1.8 A total of the retentions held.

19.2.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time.

19.2.1.1.10 The percentage of completion of the Developer's Work by line item.

19.2.1.1.11 Schedule of Values updated from the preceding Application for Payment.

19.2.1.1.12 A duly completed and executed conditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 8132 from the Developer and each subcontractor of any tier and supplier to be paid from the current Tenant Improvement Payment.

19.2.1.1.13 A duly completed and executed unconditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 8134 from the Developer and each subcontractor of any tier and supplier that was paid from the previous Tenant Improvement Payment submitted 60 days prior; and

19.2.1.1.14 A certification by the Developer of the following:

The Developer warrants title to all Work performed as of the date of this payment application and that all such Work has been completed in accordance with the Contract Documents for the Project. The Developer further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Developer, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.15 The Developer shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Tenant Improvement Payments.

19.2.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Developer and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Developer until:

19.2.1.1.16.1 Developer and/or its Subcontractor(s) provide electronic CPRs weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the DIR, or within ten (10) days of any request by the District or the DIR; and

19.2.1.1.16.2 Any delay in Developer and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Developer's payment.

19.2.1.1.17 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Tenant Improvement Payments

19.2.2.1 First Payment Request

The following items, if applicable, must be completed before the District will accept and/or process the Developer's first payment request:

19.2.2.1.1 Installation of the Project sign.

19.2.2.1.2 Installation of field office.

19.2.2.1.3 Installation of temporary facilities and fencing.

19.2.2.1.4 Schedule of Values.

19.2.2.1.5 Developer's Preliminary Construction Schedule for the first ninety (90) days.

19.2.2.1.6 Schedule of unit prices, if applicable.

19.2.2.1.7 Submittal Schedule.

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application.

19.2.2.1.9 List of Subcontractors, with names, license numbers, telephone numbers, and Scope of Work.

19.2.2.1.10 All bonds and insurance endorsements; and

19.2.2.1.11 Resumes of Developer's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.3 Subsequent Payment Requests

The District will not process subsequent payment requests until and unless submittals and Shop Drawings necessary to maintain the Project schedule have been submitted to the Architect.

19.2.4 No Waiver of Criteria

Any payments made to Developer where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Developer may pay its Subcontractors and suppliers.

Developer agrees that failure to submit such items may constitute a breach of contract by Developer and may subject Developer to termination.

19.3 District's Approval of Application for Payment

19.3.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Developer as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.2 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.3 The District's review of the Developer's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.3.1 Observation of the Work for general conformance with the Contract Documents.

19.3.3.2 Results of subsequent tests and inspections.

19.3.3.3 Minor deviations from the Contract Documents correctable prior to completion; and

19.3.3.4 Specific qualifications expressed by the Architect.

19.3.4 District's approval of the certified Application for Payment shall be based on Developer complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.5 Payments to Developer

19.3.5.1 Within thirty (30) days after approval of the Application for Payment, Developer shall be paid a sum equal to ninety-five percent

(95%), of the value of the Tenant Improvement Payment (as verified by Architect and Inspector and certified by Developer) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Developer's best estimate. No inaccuracy or error in said estimate shall operate to release the Developer, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of the Contract Documents, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.5.2 The Developer may not be entitled to have payment requests processed, or may be entitled to have only partial payment made for Work performed, so long as any direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 Warranty of Title

19.3.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

19.3.7.2 If the Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop payment notice has been released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Developer under the Contract.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District shall withhold payment in whole, or in part, as required by statute. In addition, the District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made.

Payment, in whole, or in part, will be withheld based on the need to protect the District from loss because of, but not limited to, any of the following:

19.4.1.1 Defective Work not remedied within FORTY-EIGHT (48) hours of written notice to Developer.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract.

19.4.1.3 Failure to provide to the District a complete, monthly report demonstrating that Developer and its Subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., unless Developer and its subcontractors have agreed to be bound by a Project Labor Agreement as provided in Public Contract Code, section 2600 et seq. ("Skilled and Trained Workforce Requirements").

19.4.1.3.1 Failure to provide a monthly report is cured by providing a complete report.

19.4.1.3.2 Failure to demonstrate compliance with the Skilled and Trained Workforce Requirements is cured by providing a plan to achieve substantial compliance with the Skilled and Trained Workforce Requirements, with respect to the relevant apprenticeable occupation, prior to completion of the Project.

19.4.1.4 Liquidated damages assessed against the Developer.

19.4.1.5 The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Guaranteed Maximum Price or by the Contract Time.

19.4.1.6 Damage to the District or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Developer.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Developer to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Developer to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Developer of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Developer to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents or by written request for each journeyman, apprentice, worker, or other employee employed by the Developer and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any, if applicable federal requirements regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Failure to perform any implementation and/or monitoring required by the General Permit, including without limitation any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Developer.

19.4.1.21 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Failure to pay Subcontractor(s) or supplier(s) as required by law and Developer's subcontract agreement and by the Contract Documents; and

19.4.1.24 Developer is otherwise in breach, default, or in substantial violation of any provision of the Contract Documents.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 After prior written notice to Developer with details regarding the District's proposed application of withheld amounts, District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Developer. If any payment is so made by District, then that amount shall be considered a payment made under the Contract Documents by District to Developer and District shall not be liable to Developer for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Developer an accounting of funds disbursed on behalf of Developer.

19.4.2.2 If Developer defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after FORTY-EIGHT (48) hours' written notice to the Developer and opportunity to commence and pursue cure of default, and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Guaranteed Maximum Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with the provisions of the Contract Documents, an equitable reduction in the Guaranteed Maximum Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Developer removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Developer to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt of any Tenant Improvement Payment, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Developer shall pay to each Subcontractor, out of the amount paid to the Developer on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Developer shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Developer and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, or any obligation from the District to such Subcontractor or a material or equipment supplier or rights in such Subcontractor against the District.

20. Completion of the Work

20.1 Completion

20.1.1 District will accept completion of Project and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Project and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Developer fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as reasonably determined by District, until the item(s) are completed.

20.1.4 At the end of the fifteen (15) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Guaranteed Maximum Price, and/or District's right to perform the Work of the Developer.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Developer shall notify the Architect when Developer considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Developer and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Developer to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 As-Builts/Record Drawings and Record Specifications

20.2.2.2.1 Developer shall provide exact "as-built" drawings of the Work upon completion of the Project as indicated in the Contract Documents, including but not limited to the Specifications ("As-Built Drawings") as a condition precedent to approval of final payment.

20.2.2.2.2 Developer is liable and responsible for any and all inaccuracies in the As-Built Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3 Upon completion of the Work and as a condition precedent to approval of final payment, Developer shall obtain the Inspector's approval of the corrected prints and deliver the same to Architect in a form acceptable to the Architect as part of closeout.

20.2.3 Maintenance Manuals

Developer shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.4 Source Programming

Developer shall provide all source programming for all items in the Project.

20.2.5 Verified Reports

Developer shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or most current version applicable at the time the Work is performed), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Developer shall comply with Punch List procedures as provided herein, and maintain the presence of its District-approved project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Developer demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Developer's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to

Developer and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Developer's completion of all items on the Punch List and any other uncompleted portions of the Work, the Developer shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Developer, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Developer shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

20.3.3.1.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 Grounds cleared of Developer's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, damaged and broken material replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Developer and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Developer or the Developer's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Developer shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Developer, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. Final Payment and Retention

21.1 Final Payment

Upon receipt of a final Application for Payment from Developer, the Architect will notify the District whether the Work is complete so that joint inspection of the Work can be scheduled. Thereafter, the District shall jointly inspect the Work and either accept the Work as complete or notify the Architect and the Developer in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Developer as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a

Notice of Completion with the County Recorder, and the Developer shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Developer.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136 from each subcontractor of any tier and supplier to be paid from the final Tenant Improvement Payment.

21.2.3 A duly completed and executed unconditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the previous Tenant Improvement Payment(s).

21.2.4 A duly completed and executed "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Developer.

21.2.5 The Developer shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Developer all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Developer must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Developer shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Developer shall have completed final clean up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the District of the Architect of the Application and Certificate of Payment.

21.3.1.2 After the satisfaction of the conditions set forth herein.

21.3.1.3 No less than forty-five (45) days after the recording of the Notice of Completion by District; and

21.3.1.4 After receipt of a duly completed and executed unconditional waiver and release upon Final Payment compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the Final Payment.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Developer to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Developer pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. Uncovering of Work

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced and/or recovered at the Developer's expense without change in the Guaranteed Maximum Price or Contract Time.

23. Nonconforming Work and Correction of Work

23.1 Nonconforming Work

23.1.1 Developer shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Developer shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other contractors caused thereby.

23.1.2 If Developer does not commence to remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed FORTY-EIGHT (48) hours after written notice and complete removal of work within a reasonable time, District may remove it and may store any material at Developer's expense. If Developer does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Developer.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Developer shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Developer shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Developer shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract Documents and termination of the Contract Documents. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Developer should neglect to prosecute the Work properly or fail to perform any provisions of the Contract Documents, the District, after providing FORTY-EIGHT (48) hours written notice and an opportunity to cure the failure, to the Developer, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Developer.

23.3.2 If it is found at any time, before or after completion of the Work, that Developer has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Developer at no additional cost to the District.

23.3.2.2 That the District deduct from any amount due Developer the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Developer's nonconforming Work, in which case the District shall either

issue a deductive Change Order, a Construction Change Directive, or invoice the Developer for the cost of that work. Developer shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Developer.

24. Termination And Suspension

The Parties' rights to terminate the Project are as indicated in the Facilities Lease. In the event of a termination of the Facilities Lease and notwithstanding any other provision in the Contract Documents, the Surety shall remain liable to all obligees under the Payment Bond and to the District under the Performance Bond for any claim related to the Project.

25. Claims Process

25.1 Performance during Claim Process

Developer and its subcontractors shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.2 Definition of Claim

25.2.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Developer sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.2.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.2.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Developer is not otherwise entitled to; or

25.2.1.3 An amount of payment disputed by the District.

25.3 Claims Presentation

25.3.1 If Developer intends to apply for an increase in the Guaranteed Maximum Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Developer shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim in writing, including an itemized statement of the details and amounts of its Claim for any increase in the Guaranteed Maximum Price or time requested, including a Schedule Analysis and any and all other documentation substantiating Developer's claimed damages. Otherwise, Developer shall have waived and relinquished its dispute against the District and Developer's claims for compensation or an extension of time shall be forfeited and invalidated.

25.3.2 The Claim shall identify:

25.3.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute;

25.3.2.2 The pertinent dates and/or durations and actual and/or anticipated effects on the Guaranteed Maximum Price, Contract Schedule milestones and/or Contract Time adjustments; and

25.3.2.3 The line-item costs for labor, material, and/or equipment, if applicable; or

25.3.2.4 A request by Developer, if any, to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration.

25.3.3 The Claim shall include the following certification by the Developer:

25.3.3.1 The undersigned Developer certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Developer believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Developer.

25.3.3.2 Furthermore, Developer understands that the value of the attached dispute expressly includes any and all of the Developer's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4 Claim Resolution pursuant to Public Contract Code section 9204

25.4.1 STEP 1:

25.4.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period **not to exceed 45 days**, shall provide the Developer a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Developer may, **by mutual agreement**, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Developer a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have **up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension**, expires to provide

Developer a written statement identifying the disputed portion and the undisputed portion.

25.4.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.4.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Developer must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.4.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of Developer.

25.4.2 STEP 2:

25.4.2.1 If Developer disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Developer may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Developer a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

25.4.2.2 Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.4.3 STEP 3:

25.4.3.1 Any disputed portion of the claim, as identified by Developer in writing, shall be submitted to nonbinding mediation, with the District and Developer sharing the associated costs equally. The District and Developer shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a

mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

25.4.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.4.3.2 Unless otherwise agreed to by the District and Developer in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.4.4 STEP 4:

25.4.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.5 Subcontractor Pass-Through Claims

25.5.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Developer present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.5.2 Within 45 days of receipt of this written request from a subcontractor, Developer shall notify the subcontractor in writing as to whether the Developer presented the Claim to the District and, if Developer did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.5.3 Developer shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.6 Government Code Claim Act Claim

25.6.1 If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements, including those pursuant to Public Contract Code section 9204, the Developer shall comply

with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Developer's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Developer submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

25.7 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.7.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Developer and District by those procedures set forth in Public Contract Code section 20104 et seq., to the extent applicable.

25.7.1.1 Developer shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.7.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the Developer.

25.7.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.7.1.2.2 District's written response to the documented Claim shall be submitted to the Developer within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Developer to produce the additional information, whichever is greater.

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

25.7.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Developer.

25.7.1.3.2 The District's written response to the claim, as further documented, shall be submitted to the Developer within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Developer to produce the additional information or requested documentation, whichever is greater.

25.7.1.4 If Developer disputes the District's written response, or the District fails to respond within the time prescribed, Developer may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.7.1.5 Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Developer shall file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Developer submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.7.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.7.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act, (commencing with Section 2016) of Chapter 1 of Title 4 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.7.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest at the legal rate on any arbitration award or

judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.7.2 Developer shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.8 Claim Resolution Non-Applicability

25.8.1 The procedures for dispute and claim resolution set forth in this Article shall not apply to the following:

25.8.1.1 Personal injury, wrongful death or property damage claims.

25.8.1.2 Latent defect or breach of warranty or guarantee to repair.

25.8.1.3 Stop payment notices.

25.8.1.4 District's rights set forth in the Article on Suspension and Termination.

25.8.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.8.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.9 Attorney's Fees

25.9.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. State Labor, Wage & Hour, Apprenticeship, And Related Provisions

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Developer specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Developer and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code of California, the general

prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the Contract Documents are on file at the District's principal office and copies will be made available to any interested party on request. Developer shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Developer shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Developer or any Subcontractor and such workers.

26.2.4 If, prior to execution of the Facilities Lease, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract Documents is to be performed, such change shall not alter the wage rates in the Contract Documents subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Developer shall, as a penalty, forfeit the statutory amount (believed by the District to be currently two hundred dollars (\$200) to District for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Developer or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Developer.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and that minimum wage rate shall be retroactive to time of initial employment of the person in that classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Developer shall post at appropriate conspicuous points on the Project Site a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Developer shall post a sign-in log for all workers and visitors to the Site, a list of all Subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by Developer or by any Subcontractor on any subcontract under the Contract Documents upon the Work or upon any part of the Work contemplated by the Contract Documents shall be limited and restricted by Developer to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Developer in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Developer shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Developer in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Developer shall, as a penalty, forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) to the District for each worker employed in the execution of the Contract Documents by Developer or by any Subcontractor for each calendar day during which a worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Developer shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified/Payroll-Reporting.html> or current application and URL, showing the name, address, social security

number, work classification, 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 the Developer and/or each Subcontractor in connection with the Work.

26.4.2 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Developer and each Subcontractor for each week shall be provided on or before ten (10) days after the end of the Sunday to Saturday conventional week covered by the CPRs. District may not make any payment to Developer until:

26.4.2.1 The Developer and/or its Subcontractor(s) provide CPRs acceptable to the District and DIR.

26.4.2.2 Any delay in Developer and/or its Subcontractor(s) providing CPRs to the District or DIR in a timely manner may directly delay the District's review and/or audit of the CPRs and Developer's payment.

26.4.3 All CPRs shall be available for inspection at all reasonable hours at the principal office of Developer on the following basis:

26.4.3.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.3.2 CPRs shall be made available for inspection or furnished upon request or as required by regulation to a representative of the District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.3.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Developer, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Developer.

26.4.4 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, Division of Labor Standards Enforcement, or DIR shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Developer awarded the Project under the Contract Documents or performing under the Contract Documents shall not be marked or obliterated.

26.4.5 Developer shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days of a change in location of the records, provide a notice of change of location and address.

26.4.6 In the event of noncompliance with the requirements of this section, Developer shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Developer must comply with this section. Should noncompliance still be evident after the ten (10) day period, Developer shall, as a penalty, forfeit up to one hundred dollars (\$100) to District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from Tenant Improvement Payments then due.

26.5 [Reserved]

26.6 Apprentices

26.6.1 Developer acknowledges and agrees that, if the Contract Documents involve a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5 and 29 CFR part 5. It shall be the responsibility of Developer to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at section 3070), Division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Developer and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Developer or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Developer and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Developer or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination.

26.6.7.2 Forfeit, as a penalty, to District the full amount stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.7.3 Developer and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.7.4 Developer shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102.

26.7 Skilled and Trained Workforce

26.7.1 Developer and its subcontractors at every tier hereby provides an enforceable commitment to comply with Public Contract Code section 2600 et seq., which requires use of a skilled and trained workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades.

26.7.1.1 "Apprenticeable Occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

26.7.1.2 "Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

26.7.1.2.1 All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.

26.7.1.2.2 That, for the applicable dates, either (A) the number of the skilled journeypersons employed to perform work on the Contract or Project by the Developer or its

subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Labor Code section 3075 or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or (B) the hours of work performed by skilled journeypersons who have graduated from an approved apprenticeship program meet at least the percentages set forth in the following chart:

APPLICABLE DATES	% REQUIREMENT	EXCLUDED OCCUPATIONS
1/1/2016 – 12/31/2017	At least 30%	Teamster – no percentage requirement.
1/1/2018 – 12/31/2018	At least 40%	Teamster – no percentage requirement.
1/1/2019 – 12/31/2019	At least 50%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher. - Requirement remains at least 30% for each.
1/1/2020 – 12/31/2020	At least 60%	

26.7.1.2.3 For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

26.7.1.2.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements if:

26.7.1.2.4.1 During a calendar month, the Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or

26.7.1.2.4.2 The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed one-half of 1 percent (0.5%) of the price of the prime contract.

26.7.1.3 "Skilled Journeyperson" means a worker who either:

26.7.1.3.1 Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside of California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or

26.7.1.3.2 Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

26.7.2 Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following:

26.7.2.1 Provide monthly reports to the District demonstrating that the Developer and its subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

26.7.2.2 Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

26.8 Non-Discrimination

26.8.1 Developer herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, sexual orientation, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Developer and Subcontractor.

26.8.2 Special requirements for Federally Assisted Construction Contracts: During the performance of the requirement of the Contract Documents, Developer agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.9 Labor First Aid

Developer shall maintain emergency first aid treatment for Developer's laborers and mechanics on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [Reserved]

28. Miscellaneous

28.1 Assignment of Antitrust Actions

Although this project may not have been formally bid, the following provisions may apply:

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states in pertinent part:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states in pertinent part:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states in pertinent part:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Developer.

28.2 Excise Taxes

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 Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that 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 District. No Federal Excise Tax for such materials shall be included in any Guaranteed Maximum Price.

28.3 Taxes

Guaranteed Maximum Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

All shipments must be F.O.B. destination to Site or approved sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Guaranteed Maximum Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Developer shall comply with those reporting requirements at the request of the District at no additional cost.

EXHIBIT D-1

SPECIAL CONDITIONS

1. Mitigation Measures

Developer shall comply with all applicable mitigation measures, as follows, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.), including without limitation the "Mitigation Monitoring Plan" in the Final Mitigated Negative Declaration, dated June, 2015 ("MND"), relating to the Project, which is incorporated herein by reference. See next page for Appendix B to the MND, "Mitigation Monitoring Plan."

1.1 Site Mitigation and Remediation.

Contractor shall be required to undertake Site mitigation or remediation at its sole cost and expense for items identified in the Due Diligence Documents (defined in Section 6.2) provided to Contractor. For hazardous substances and underground conditions that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence Documents and information provided to Contractor does not provide notice of the unforeseen condition, then the costs for such work shall be first allocated to the Allowance. However, to the extent Allowance is exceeded, District may, in its sole and absolute discretion, allocate any costs that exceed the Allowance arising from unforeseen underground conditions and hazardous substances that are not documented in the Construction Documents or in the Due Diligence Documents reviewed to the District, in accordance with a Change Order.

1.2 Due Diligence Documents.

Contractor has visited the Site, entered and evaluated the structures on the Site, reviewed all as-built information, environmental reports, Asbestos Hazard Emergency Response Act of 1986 reports applicable to the Project, lead reports, reports on any other hazardous substances, reviewed environmental impact reports (including the MND (as defined in Section 6), reviewed applicable mitigation measures for the project, reviewed and observed the current site conditions, reviewed available records from City and/or County Records on the Project, reviewed all DSA approved design documents and Construction Documents provided by the District, reviewed bids provided by subcontractors, and synthesizing of information utilized to determine the components of the GMP. Such review by Contractor is collectively referred to herein as the "Due Diligence Documents."

2. Permits, Certificates, Licenses, Fees, Approvals

2.1. Payment for Permits, Certificates, Licenses, Fees, Approvals.

As required in the General Construction Provisions, the Developer shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

DSA inspector fees, soils testing, special inspections, and IOR fees.

With respect to the above listed items, Developer shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees, but only for the actual and direct costs (without markup or additional fees). Developer shall notify the District of the amount due with respect to these items and to whom the amount is payable. Developer shall provide the District with an invoice and receipt with respect to such charges or fees. In the alternative, District may pay such costs directly to DSA.

3. Disabled Veterans Business Enterprise

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding and the Developer must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract.

4. Substitution for Specified Items

4.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Developer may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

4.1.1. If the material, process, or article offered by Developer is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Developer shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

4.1.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Developer shall not be entitled to request a substitution with respect to those materials, products or services.

4.2. A request for a substitution shall be submitted as follows:

4.2.1. Developer shall notify the District in writing of any request for a substitution at least ten (10) days prior to proposal opening as indicated in the Request for Qualifications and Proposals.

4.2.2. Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice to Proceed with Construction.

4.3. Within 35 days after the date of the Notice to Proceed with Construction, Developer shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

- 4.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
 - 4.3.2. Available maintenance, repair or replacement services;
 - 4.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
 - 4.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
 - 4.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- 4.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Developer. The Developer warrants that if substitutes are approved:
 - 4.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
 - 4.4.2. The Developer provides the same warranties and guarantees for the substitute that would be provided for that specified;
 - 4.4.3. The Developer shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Developer without a change in the Contract Price or Contract Time;
 - 4.4.4. The Developer shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
 - 4.4.5. The Developer shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Developer agrees to execute a deductive Change Order to reflect that credit.
- 4.5. In the event Developer furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Developer.

- 4.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- 4.7. Developer shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Developer and/or to accommodate Developer's means and methods. District may deduct those costs from any amounts owing to the Developer for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Developer for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Developer and/or to accommodate Developer's means and methods arising herein.

5. **Termination**

5.1. **Emergency Termination Pursuant to Public Contracts Act of 1949**

5.1.1. This Facilities Lease is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

5.1.1.1. Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

5.1.1.2. Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

5.1.2. Compensation to the Developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price may control. The District, at its sole discretion, may adopt the Schedule of Values Price as the value of the work done or any portion thereof.

APPENDIX B

MITIGATION MONITORING PLAN
FOR THE PROPOSED NEW AGRICULTURAL EDUCATION AND CAREER TECHNICAL CENTER
SANTA MARIA, SANTA BARBARA COUNTY, CALIFORNIA

Mitigation Measure	Responsible Party	Timeline for Implementation
<p>MM-1 The District and/or their agents, representatives or contractors shall stop or redirect work immediately in the event archaeological remains are encountered during grading, construction, landscaping or other construction-related activity. The District shall retain a Santa Barbara County-approved archaeologist and Native American representative to evaluate the significance of the find in compliance with the provisions of Phase 2 investigations of the Santa Barbara County Archeological Guidelines and funded by the District. If remains are found to be significant, they shall be subject to Phase 3 mitigation program consistent with Santa Barbara County Archaeological Guidelines and funded by the District.</p> <p>PLAN REQUIREMENTS: This condition shall be printed on all building and grading plans</p> <p>MONITORING: The Division of the State Architect shall check plans for inclusion of this measure prior to any ground disturbance or construction, and the State's on-site representative shall spot check in the field throughout grading and construction.</p>	Superintendent and Project Architect	Throughout earthmoving activities
<p>MM-2 The contractor shall employ appropriate noise suppression attachments (e.g., mufflers, sound-dampening blankets etc.) on all equipment. Equipment idling shall be kept to a minimum and equipment turned off when not in use.</p>	Superintendent, Project Superintendent	Throughout earthmoving activities
<p>MM-3 The District will stencil "KEEP CLEAR" at the intersection of northbound 101 off ramp and Morningside Drive to notify drivers of on-coming vehicles.</p>	Superintendent	Prior to the start of school activities

SITE LEASE

For all or a portion of the following Site:

CTE Center/Ag Farm Facilities Construction Project
3850 S. Bradley Road
Santa Maria, CA 93455
APN: 107-150-013

By and between

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455

And

Vernon Edwards Constructors Inc.
2045 Preisker Lane
Santa Maria, CA. 93458

Dated as of _____, 2018

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SITE LEASE

This site lease ("Site Lease") dated as of _____, 2018 ("Effective Date"), is made and entered into by and between the Santa Maria Joint Union High School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and Vernon Edwards Constructors Inc., a California corporation duly organized and existing under the laws of the State, as lessee ("Developer") (together, the "Parties").

RECITALS

WHEREAS, the District currently owns a parcel of land located at 3850 S. Bradley Road, Santa Maria, CA 93455, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("School Site"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the Agriculture Site. That work will include construction of improvements to be known as CTE Center/Ag Farm Facilities Construction Project ("Project"); and

WHEREAS, District desires to have the construction of the Project completed and to lease it back, as more particularly described in the facilities lease between the Parties dated as of the Effective Date whereby the Developer agrees to lease the Project Site back to the District and perform the work of the Project ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by immediately entering into the Facilities Lease under which District will lease back the Project from Developer; and

WHEREAS, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, based on the above findings, the District is authorized under Education Code section 17406 to lease the Project Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the Project Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease; and

WHEREAS, Developer as lessee is authorized and competent to lease the Project Site from District and to develop and cause the construction of the Project on the Project Site, and has duly authorized the execution and delivery of this Site Lease.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions

Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.

2.1. Exhibit A - Legal Description of the School Site: The descriptions of the real property constituting the School Site

2.2. Exhibit B - Description of the Project Site: The map or diagram depiction of the Project Site

3. Lease of the Project Site

The District hereby leases to the Developer, and the Developer hereby leases from the District the Project Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project Site

The Parties agree that the Project Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.

5. Term

The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.

6. Payment

In consideration for the lease of the Project Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the District upon execution of this Site Lease.

7. Termination

7.1. Termination Upon Purchase of Project

If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination of the Facilities Lease.

7.2. Termination Due to Default by Developer

If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

7.3. Termination Due to Default by District

If District defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:

7.3.1. Take possession of the Project Site;

7.3.2. If it deems it appropriate, cause appraisal of the Project Site and a study of the then reasonable uses thereof;

7.3.3. Re-let the Project Site; and

7.3.4. Stop all Work associated with the Site Lease.

8. Title to School Site

During the term of this Site Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the School Site.

9. Improvements

Title to all improvements made on the Project Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

10. No Merger

The leaseback of the Project Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Site, and the Developer shall continue to have a leasehold estate in the Project Site pursuant to this Site Lease throughout the term hereof.

11. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Project Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.

12. Quiet Enjoyment

Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Project Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

13. Waste

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

14. Further Assurances and Corrective Instruments

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

15. Representations of the District

The District represents, covenants and warrants to the Developer as follows:

15.1. Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

15.2. Authorization

The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

15.3. No Violations

To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.

15.4. CEQA Compliance

The District has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

15.5. Condemnation Proceedings

15.5.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

15.5.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

15.6. Use and Zoning

To the best of the District's actual knowledge, the Project Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

15.7. Taxes

To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

16. Representations of the Developer

The Developer represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence

The Developer is a California company duly organized and existing under the laws of the State of California, has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization

The Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

16.3. No Violations

Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developer, or upon the Project Site, except for Permitted Encumbrances.

16.4. No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation

There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity

The Developer and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

18. Assignment and Subleasing

This Site Lease may be assigned and/or the Project Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.

19. Restrictions on District

The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Project Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer’s interests indicated in this Site Lease.

20. Liens and Further Encumbrances

Developer agrees to keep the Project Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Project Site or the Project. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.

21. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
Attn: Mark Richardson, Superintendent

With a copy to:

Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, CA 94111
Attn: Deidree Y.M.K. Sakai, Esq.

If to Developer:

Vernon Edwards Constructors Inc.
2045 Preisker Lane
Santa Maria, CA. 93458
Attn: Todd Edwards, President

With a copy to:

SIMAS | TAYLOR LLP
2928 San Marcos, Suite 202a
P.O. Box 163
Los Olivos, CA 93441
6465 Nursery Way
San Luis Obispo, CA 93405
Attn: Brian F. Simas

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

22. Binding Effect

This Site Lease shall inure to the benefit of and shall be binding upon the Developer and the District and their respective successors and assigns.

23. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

24. Severability

In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

25. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

26. Obligations Absolute

The Developer agrees that the obligations of the Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

27. Execution in Counterparts

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

28. Developer and District Representatives

Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Developer by the Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

29. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the School Site is located.

30. Attorney's Fees

If either party brings an action or proceeding involving the School Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

31. Captions

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.

32. Prior Agreements

This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

33. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

34. Recitals Incorporated

The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.

35. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

36. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non-performance will not be a default hereunder or a grounds for termination of this Site Lease.

37. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Site Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2018

Dated: _____, 2018

Santa Maria Joint Union High School District

Vernon Edwards Constructors Inc.

By: _____

By: _____

Name: Yolanda Ortiz
Title: Assistant Superintendent/Business Services

Name: Todd Edwards
Title: President

EXHIBIT A

LEGAL DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

CTE Center/Ag Farm Facilities Construction Project

3850 S. Bradley Road
Santa Maria, CA 93455

Page One of Three

New Small School Project No. 11-1021

Exhibit "A"

LEGAL DESCRIPTIONS

Assessor Parcel No. 107-10-013

All those portions of Voluntary Merger 09-VM-08, recorded as Inst. No. 2010-0006416 of Official Records on February 05, 2010 in the Office of the County Recorder lying in the Northwest quarter of Section 1, Township 9 North, Range 24 West, San Bernardino Meridian lying in the County of Santa Barbara, State of California, more particularly described as follows:

NON-SCHOOL, NON-USEABLE AREA

Beginning at the Southwest corner of said Voluntary Merger; thence, through the following 10 courses:

1. Northerly along the West line of said Voluntary Merger, North 15° 44'14" West, 0.50 feet; thence,
2. North 87° 23'53" East, 77.00 feet; thence,
3. North 85° 40'57" East, 50.00 feet; thence,
4. North 78° 52'15" East, 50.00 feet; thence,
5. North 74° 41'28" East, 93.00 feet; thence,
6. North 71° 53'01" East, 60.00 feet; thence,
7. North 67° 41'36" East, 280.00 feet; thence,
8. North 68° 38'57" East, 22.73 feet to a point on the East line of said Voluntary Merger; thence,
9. Southerly along said East line, South 00° 37'08" West, 184.00 feet to the Southeast corner of said Voluntary Merger; thence,
10. Westerly along the South line of said Voluntary Merger, North 89° 09'27" West, 600.72 feet to the Point of Beginning of this legal description

Containing 0.97 acres, more or less

USEABLE SCHOOL SITE AREA

Commencing at the Southeast corner of said Voluntary Merger; thence, Northerly along the East line of said Voluntary Merger and the 09th course of the above described Non-School, Non-Useable Area, North 00° 37'08" East, 184.00 feet to the True Point of Beginning of this legal description; thence, through the following 10 courses:

- A. Continuing along said East line, North 00° 37'08" East, 1190.06 feet to the Northeast corner of said Voluntary Merger; thence,
- B. Westerly along the North line of said Voluntary Merger, North 88° 49'07" West, 1006.24 feet to the Northwest corner of said Voluntary Merger; thence,

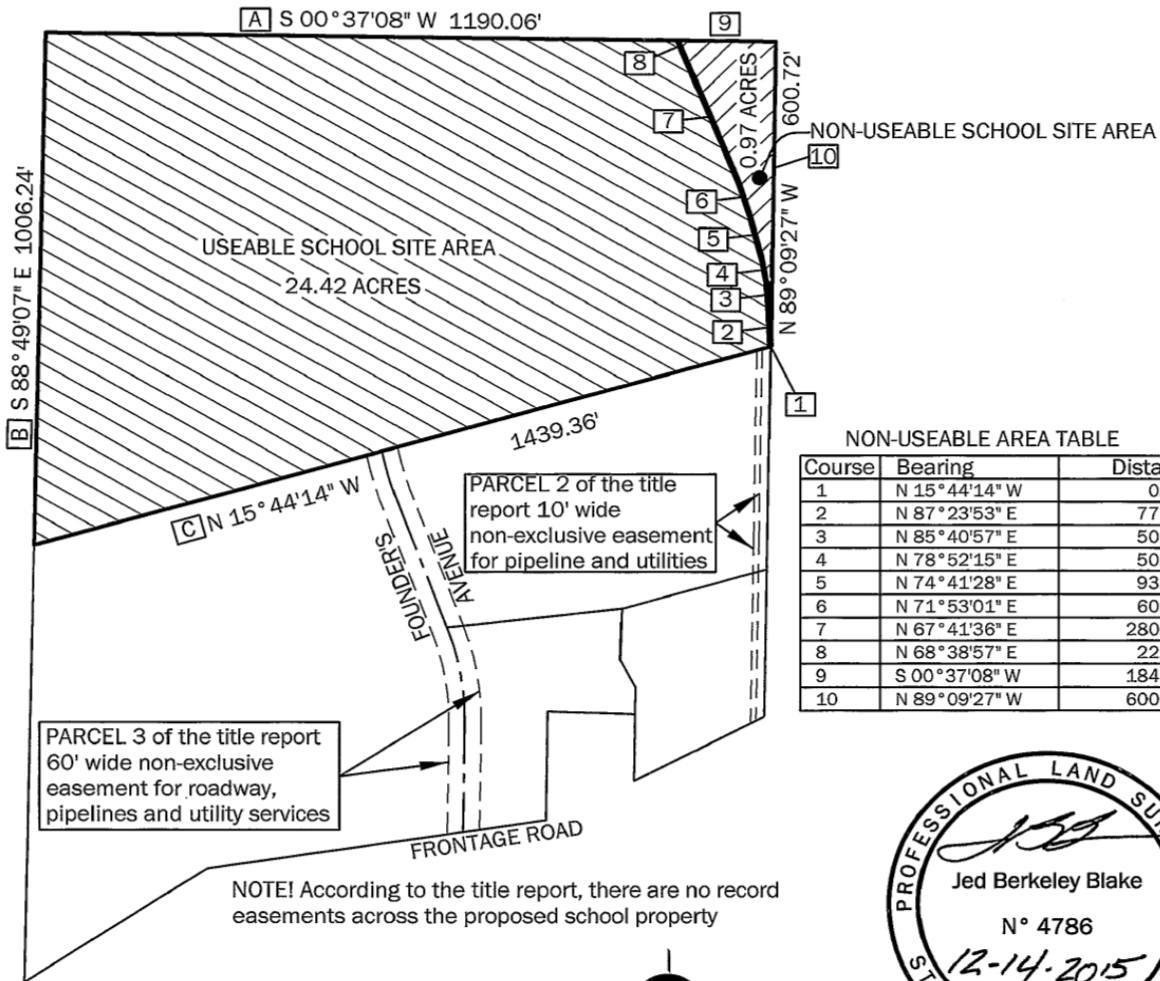
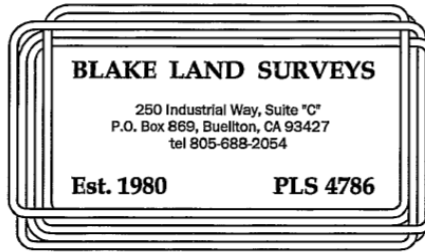
- C. Southerly along the West line of said Voluntary Merger, South 15° 44'14" East, 1439.36 feet to the Northerly terminus of the 1st course of the above described Non-School, Non-Useable Area; thence, along the numbered courses of the above described Non-School, Non-Useable Area,
 2. North 87° 23'53" East, 77.00 feet; thence,
 3. North 85° 40'57" East, 50.00 feet; thence,
 4. North 78° 52'15" East, 50.00 feet; thence,
 5. North 74° 41'28" East, 93.00 feet; thence,
 6. North 71° 53'01" East, 60.00 feet; thence,
 7. North 67° 41'36" East, 280.00 feet; thence,
 8. North 68° 38'57" East, 22.73 feet to the True Point of Beginning of this legal description

Containing 24.42 acres, more or less

This legal description was prepared by Blake Land Surveys



Plat of Exhibit
 being a portion of the NW 1/4
 of Sec. 1, T9N, R34W, S.B.M.
 lying in the County of Santa
 Barbara, State of California
 APN 107-150-013



NON-USEABLE AREA TABLE

Course	Bearing	Distance
1	N 15° 44' 14" W	0.50'
2	N 87° 23' 53" E	77.00'
3	N 85° 40' 57" E	50.00'
4	N 78° 52' 15" E	50.00'
5	N 74° 41' 28" E	93.00'
6	N 71° 53' 01" E	60.00'
7	N 67° 41' 36" E	280.00'
8	N 68° 38' 57" E	22.73'
9	S 00° 37' 08" W	184.00'
10	N 89° 09' 27" W	600.72'

NOTE! According to the title report, there are no record easements across the proposed school property

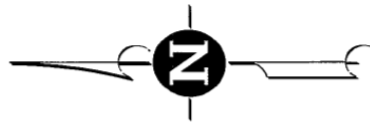


EXHIBIT B

DESCRIPTION OF PROJECT SITE

Attached is a map or diagram showing the location of the School Site that is subject to this Site Lease and upon which Developer will construct the Project.

PROPOSED SCHOOL SITE - 1280 FOUNDERS AVENUE, SANTA MARIA, CALIFORNIA - APN 107-150-013
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Figure 1 - Site Location and Pipeline Map

