

# BOARD OF EDUCATION AGENDA

## REGULAR MEETING

April 16, 2024 - 5:30 PM

Niel Tam Educational Center - Marina Conference Room

2060 Challenger Drive  
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).

Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

### IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

**Closed Session Items:** may be addressed under Public Comment on Closed Session Topics.

**Non Agenda and Consent Items:** may be addressed under Public Comments.

**Agenda Items:** may be addressed after the conclusion of the staff presentation on the item.

#### A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. For members of the public who are unable to log in or attend in person, please send public comments related to Closed Session agenda items to: [publiccomments@alamedaunified.org](mailto:publiccomments@alamedaunified.org). Public comments received prior to 5:00 PM on April 15, 2024, will be distributed to the Board of Education prior to the meeting.

To join the Microsoft Teams meeting in order to make a public comment on Closed Session Agenda Items only:

**Microsoft Teams Link**

**Meeting ID: 293 214 067 196**

**Passcode: QmR9V8**

2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena

Conference Room at the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a))  
District designated representative: Timothy Erwin, Assistant Superintendent - Human Resources:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

Conference with Legal Counsel Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1)) Agency designated representative: Lenore Silverman, Attorney from Fagen Friedman Fulfroth, LLP (two cases):

- 1) John Doe and Alameda Unified School District: Update on Settlement Agreement dated November 3, 2023.
- 2) John Doe and Alameda Unified School District: Update on Settlement Agreement dated November 7, 2023.

Public Employee Performance Evaluation - (Govt. Code, §54957, subd. (b)(1)):  
1) Superintendent

3. \*\*\*\*\*

**Reconvene to Public Session - 6:30 PM -Marina Conference Room,  
Niel Tam Educational Center (2060 Challenger Drive)**

Alameda Unified School District encourages public participation in person or remotely.

**In Person Participation**

Meeting locations are listed at the top of the agenda.  
A speaker slip must be submitted to speak on any item in person.

**Remote Participation via Microsoft Teams on a Computer/Smart Phone/Device**

Ensure you are using the most current version the Teams app or an updated web browser.  
Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

**Microsoft Teams Link**  
**Meeting ID: 293 214 067 196**  
**Passcode: QmR9V8**

**or**

**Please click on the QR Code below:**



<https://rb.gy/t1cn0g>

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4. Call to Order - 6:30pm - Marina Conference Room in the Niel Tam Educational Center (2060 Challenger Drive) - Introduction of Board Members and Staff
5. Pledge of Allegiance - Board of Education President Jennifer Williams will lead the Pledge of Allegiance
6. Closed Session Action Report

**B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action**

**C. APPROVAL OF MINUTES**

1. Approval of Minutes - Minutes from the January 23rd and the February 13th Board Meetings will be considered (5 Mins/Action)

**D. COMMUNICATIONS**

1. Public Comments - This public comment period is for items not listed on the agenda but that are under the Board's jurisdiction. Members of the public can join the meeting in person or from their computer, tablet or smartphone. Please submit a speaker slip (in person) or use the "raise your hand" feature (Zoom). Once public comments begin, additional speaker slips and raised hands will not be accepted. If we experience technical difficulties or if there is a disruption, the Board may discontinue Zoom public comments at any time. If a member of the public is unable to join the meeting, they may send their comments to: [publiccomments@alamedaunified.org](mailto:publiccomments@alamedaunified.org).
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
4. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
5. Board Members' Report - Board of Education Members may make announcements or

provide information to the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)

6. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.
7. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items.(5 Mins Each/Information)

**E. ADOPTION OF THE CONSENT CALENDAR**

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
6. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
7. Approval of Quarterly Report on Williams Uniform Complaints
8. Approval of Revised Board Policy 4354: Personnel (Health and Welfare Benefits for Administrative, Supervisory, Confidential, Licensed, and Unrepresented Classified Personnel)
9. Proclamation: Alameda Education Foundation Appreciation Day - April 25, 2024
10. Proclamation: Asian-Pacific Islander Heritage Month - May
11. Ratification of Contracts Executed Pursuant to Board Policy 3300
12. Proclamation: Jewish American Heritage Month - May
13. Resolution No. 2023-2024.56 Approval of Budget Transfers, Increases, Decreases
14. Resolution No. 2023-2024.57 Authorization to Dispose of Surplus Property
15. Resolution No. 2023-2024.58 Approval of Notice of Completion: Various Roofing Projects

**F. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.**

1. Update on School Level Initiatives to Support African American Achievement at Earhart Elementary School (20 Minutes/Information)
2. Continued Discussion of AUSD's Secondary Math Program: Moving Toward an Integrated Pathway (10 Mins/Information)
3. Alameda Unified School District Bond Oversight Committee Annual Report for 2022-2023 (10 Mins/Information)
4. Resolution No. 2023-2024.59 Declaration of Intent to Grant an Easement to the City of Alameda (5 Mins/Action)



5. Approval of Resolution No. 2023-2024.60 Declaring Results of Measure E Election Held March 5, 2024 (5 Mins/Action)
6. California School Boards Association (CSBA) 2024 Delegate Assembly Election Run-Off Vote (5 Mins/Action)
7. Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented (10 Mins/Public Hearing/Action)
8. Approval of Tentative Agreement with Alameda Education Association (AEA) on Reopener Agreement for 2023-2025 (5 Mins/Action)
9. Approval of Tentative Agreement with California School Employees Association, Chapter 27 (CSEA 27) on Reopener Agreement for 2023-2025 (5 Mins/Action)
10. Approval of Tentative Agreement with California School Employees Association, Chapter 860 (CSEA 860) on Reopener Agreement for 2023-2025 (5 Mins/Action)

**G. ADJOURNMENT**

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room in the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

**Item Type:**

**Background:** Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room at the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a))  
District designated representative: Timothy Erwin, Assistant Superintendent - Human Resources:

Employee organizations: Alameda Education Association (AEA),  
California School Employees Association Chapter 27 (CSEA 27),  
California School Employees Association Chapter 860 (CSEA 860)  
and Executive Cabinet/Administrative and  
Supervisory/Confidential/Licensed/Unrepresented.

Conference with Legal Counsel Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1)) Agency designated representative: Lenore Silverman, Attorney from Fagen Friedman Fulfrost, LLP (two cases):

- 1) John Doe and Alameda Unified School District: Update on Settlement Agreement dated November 3, 2023.
- 2) John Doe and Alameda Unified School District: Update on Settlement Agreement dated November 7, 2023.

Public Employee Performance Evaluation - (Govt. Code, §54957, subd. (b) (1)):

- 1) Superintendent

**AUSD LCAP Goals:** 1. Eliminate barriers to student success and maximize learning time.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:**

**AUSD Guiding Principle:**

**Submitted By:**

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Minutes - Minutes from the January 23rd and the February 13th Board Meetings will be considered (5 Mins/Action)

**Item Type:** Action

**Background:** Staff has prepared minutes following Board Bylaw 9324 – Minutes and Recordings:  
In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

Minutes coming to the Board for approval are:

- January 23, 2024 Regular Board Meeting
- February 13, 2024 Regular Board Meeting

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

**Submitted By:** Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

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**ATTACHMENTS:**

Description	Upload Date	Type
❑ Unadopted minutes from January 23, 2024	4/15/2024	Backup Material
❑ Unadopted minutes from February 13, 2024	4/15/2024	Backup Material

**BOARD OF EDUCATION MEETING**  
January 23, 2024  
Regular Meeting of the Board of Education  
2263 Santa Clara Avenue  
Alameda, California 94501

**UNADOPTED MINUTES**

**REGULAR MEETING:** The regular meeting of the Board of Education was held at the date and location mentioned above.

**A. CALL TO ORDER**

1. Public Comment on Closed Session Topics:

The Board did not receive any public comments related to this agenda.

2. Adjourn to Closed Session - 6:00 PM

Board of Education Members present: Board President Jennifer Williams, Board Vice President Gary K. Lym, Board Clerk Ryan LaLonde, Board Trustee Heather Little, and Board Trustee Margie Sherratt.

Staff present for Closed Session: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan

Items discussed in Closed Session:

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a)) District designated representative: Timothy Erwin, Assistant Superintendent - Human Resources.

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

3. Reconvene to Public Session - 6:30PM

Board President Williams reconvened the meeting at 6:30PM.

4. Call to Order - Pledge of Allegiance

Board of Education President Jennifer Williams led the Pledge of Allegiance

5. Introduction of Board Members and Staff:

Board of Education Members present: Board President Jennifer Williams, Board Vice President Gary K. Lym, Board Clerk Ryan LaLonde, Board Trustee Heather Little, and Board Trustee Margie Sherratt.

Student Board Members present: Talia Kotovsky (Alameda High), Mirabelle Kruger (Encinal High) and Lianna Lau (ASTI).

AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan; Assistant Superintendent, Educational Services, Kirsten Zazo; Senior Manager of Community Affairs, Susan Davis and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

6. Closed Session Action Report:  
There was no action taken in Closed Session.

**B. MODIFICATION(S) OF THE AGENDA:**  
There were no modifications of the agenda.

**C. APPROVAL OF MINUTES**  
The minutes from the September 26<sup>th</sup> Board of Education meeting were considered for approval.

*Motion to approve the minutes from the September 26th Board of Education meeting.*

**MOTION:** Member Lym                      **SECONDED:** Member Little

**STUDENT BOARD MEMBER VOTES**

**AYES:** Members Lau, Kruger, and Kotovsky

**NOES:**

**ABSENT:**

**BOARD MEMBER VOTES**

**AYES:** Members Williams, Lym, LaLonde, Little, and Sherratt

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**D. COMMUNICATIONS**

1. Proclamation: African American History Month – February  
Encinal Jr. & Sr. High School student Leiloa Lyons read the African American History Month Proclamation.

*Motion to approve Proclamation: African American History Month – February*

**MOTION:** Member LaLonde                      **SECONDED:** Student Member Kotovsky

**STUDENT BOARD MEMBER VOTES**

**AYES:** Members Lau, Kruger, and Kotovsky

**NOES:**

**ABSENT:**

**BOARD MEMBER VOTES**

**AYES:** Members Williams, Lym, LaLonde, Little, and Sherratt

**NOES:**  
**ABSENT:**

## **MOTION APPROVED**

2. Public Comments on Non-Agenda Items:  
*Gerald Pechenuk, candidate for Alameda County District 5 Supervisor:* Mr. Pechenuk stated he is concerned about incidents of fentanyl use he has heard about in AUSD schools (note: *AUSD has not had any published reports of fentanyl use in its schools*).  
  
*Baxy and David Reid, AUSD student and parent:* Baxy (student) described how they were told by a substitute teacher at their elementary school there is no such thing as non-binary people. The student and their parents were understandably very upset by this. They were happy to see the substitute teacher removed from their position immediately.  
  
*John Lewis, candidate for Alameda County Board of Education, Area 2:* Mr. Lewis stated students in AUSD are probably doing better than students in OUSD, but all students are having trouble reading at grade level. Mr. Lewis stated he looked forward to working together if he gets elected.  
  
*Ryan Brazil, AUSD teacher:* Ms. Brazil stated it is her 7<sup>th</sup> year teaching and 5<sup>th</sup> year teaching in Alameda. Ms. Brazil listed all the ways she works to supplement her income due to the low salaries in Alameda. Ms. Brazil stated that she is living paycheck to paycheck. Ms. Brazil stated it is hard to serve her students when she cannot even serve her family.
3. Written Correspondence:  
The Board received approximately 6 emails regarding General Business item #1: *Expanded Learning Opportunities Program (ELOP) Enrollment Update*.
4. Report from Employee Organizations:  
*Nancy Read, co-president, AEA:* Ms. Read spoke in favor of higher salaries for her teaching unit members. Ms. Read asked the Board to authorize raises for employees.  
  
*Amy Keegan, president, CSEA 27:* Ms. Keegan announced scholarship applications are open for students of unit members; paraprofessionals will attend a conference in March; and CSEA-27 goes into negotiations with AUSD soon.
5. Report from PTA Council:  
*Gabriela Badilla, president, PTA:* Ms. Badilla stated parents are knocking on doors to support Measure E; AUSD staff will talk to PTAC this week about Proposition 28.
6. Board Members' Report:  
*Board Vice President Gary K. Lym:* Board Vice President Lym announced that he, Board President Williams, and Superintendent Scuderi met with

Peralta leadership to plan free summer school at the College of Alameda for AUSD students.

*Board Clerk Ryan LaLonde:* Board Clerk LaLonde commented on the student who was discriminated against in their classroom. Board Clerk LaLonde gave his personal story of how teachers in high school bullied him, and he wanted the student to know they were heard, and they are supported. Board Clerk LaLonde also thanked Decca Coach Derrick Lyons for the amazing work he does with the Encinal Decca students.

*Board Member Heather Little:* Board Member Little reiterated her support for the student and family who spoke about being discriminated against in their classroom. Board Member Little also thanked the teachers who came to the meeting in person, and she thanked Encinal student Leiloe Lyons who read the African American History Month Proclamation at the beginning of the meeting.

*Board Member Margie Sherratt:* Board Member Sherratt stated she is just getting caught up to being on the Board again, but it is very hard to hear about everything that needs to be done.

7. Superintendent's Report:

*Superintendent Pasquale Scuderi:* Superintendent Scuderi expressed appreciation and support for the family who spoke about the issue they had today with a substitute. Superintendent Scuderi stated it will never be tolerated when an adult in this district harms a student, and he pledged to look into the matter further.

8. Student Board Members' Report:

*Lianna Lau (ASTI):* Student Board Member Lau thanked all the teachers who showed up for the meeting. Student Board Member Lau also announced the application period for ASTI is closing, with the lottery for enrollment happening next week. Student Board Member Lau announced the Season of Nonviolence Speech Contest is happening in February.

*Talia Kotovsky (Alameda High School):* Student Board Member Kotovsky said hi to the teachers she knows in attendance. Student Board Member Kotovsky also announced the Social Justice and Diversity Committee is holding an art exhibit at the Phoenix. Student Board Member Kotovsky stated the AHS Blood Drive and Senior Auction are coming up, and on February 9<sup>th</sup> AHS will have its annual Suicide Awareness/Social Justice assembly.

*Mirabelle Kruger (Encinal High School):* Student Board Member Kruger announced the first round of tours for incoming freshman are coming up as are student body elections. Student Board Member Kruger stated there is an assembly coming next week for senior students to learn about all the upcoming senior activities. Student Board Member Kruger stated the Encinal musical has been selected and it is Mean Girls. Student Board Member Kruger stated Cash for College night is being held at the District Office, and spring sports are starting, students need to complete the medical paperwork to try out.

**E. ADOPTION OF THE CONSENT CALENDAR**

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of AUSD 2026-2027 School Year Calendar
5. Approval of Bill Warrants and Payroll Registers
6. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
7. Approval of New Course Description: AVID Tutor
8. Approval of Out-of-State Field Trip Request: EJSHS to New York, N.Y.
9. Approval of Special Education Local Plan Area Master Contracts
10. Proclamation: A Season for Nonviolence, January 30 – April 4, 2024
11. Proclamation: Fred Korematsu Day of Civil Liberties and the Constitution - January 30, 2024
12. Proclamation: Teen Dating Violence Prevention and Awareness Month - February
13. Ratification of Contracts Executed Pursuant to Board Policy 3300
14. Resolution No. 2023-2024.39 Approval of Budget Transfers, Increases, Decreases
15. Resolution No. 2023-2024.40 Annual Signature Card for AUSD Board of Education Trustees

*Motion to adopt the Consent Calendar.*

**MOTION:** Member Little

**SECONDED:** Member Sherratt

**STUDENT BOARD MEMBER VOTES**

**AYES:** Members Lau, Kruger, and Kotovsky

**NOES:**

**ABSENT:**

**BOARD MEMBER VOTES**

**AYES:** Members Williams, Lym, LaLonde, Little, and Sherratt

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**F. GENERAL BUSINESS**

1. Expanded Learning Opportunities Program (ELOP) Enrollment Update  
Each year, the law requires school districts to review the annual audit of the school district's financial records for the prior fiscal year at a public meeting.



The audit examines the District's compliance with state and federal standards and procedures for the District to implement sound fiscal management practices for the most effective and efficient use of public funds.

Aurthur Ngo from audit firm Moss Adams, LLP gave the Board the District Audit and Financial Statements for 2022-2023.

A Board member remarked on the excellent report received and he complimented Shariq Khan and his team on the tremendous amount of work this involved.

Public Comments:

*Beth Meloy, parent of AUSD students:* Ms. Meloy stated she had issues with and removed her children from the Right at School afterschool program. Ms. Meloy stated she understands Board members visited several of the Right at School sites, and she cautioned Board members that the visits they have been on have been planned and this may not represent what actually happens during the day.

*Caroline Brossard, parent of AUSD students:* Ms. Brossard stated she does not have students in the Right at School program, but she has heard negative feedback from people she knows who do have children in the program.

2. Parcel Tax Program Annual Reports for 2022-2023

Each year, the law requires school districts to review the annual audit of the school district's financial records for the prior fiscal year at a public meeting.

The Measure I and Measure B Bond audit examines the District's compliance with state and federal standards and procedures for the Measures, facilities bonds, which the citizens of Alameda approved in November 2014 and November 2022. Measure I authorized the District to issue General Obligation Bonds (GO Bonds) up to \$179.5 million, and Measure B authorized the District to issue GO Bonds up to \$298 million.

Aurthur Ngo from audit firm Moss Adams, LLP gave the Board the Measure I and B Bond Performance Audit and Financial Statements for 2022-2023.

Public Comments:

*Joyce Boyd, parent of AUSD student:* Ms. Boyd thanked staff and members of the Parcel Tax committee for all their hard work.

3. Report on Budget Priorities, Challenges, and Constraints for 2024 and Beyond: Governor's Budget Proposal for 2024-2025 Fiscal Year

Pasquale Scuderi, Superintendent, gave the Board information on AUSD's budget priorities. Back in September, AUSD published its first Budget Summary for community members. The summary provided basic information about the cycle and elements of a school district's budget, as well as specifics about the 2023-24 budget.

As we start the New Year, we want to provide an update to that budget, which we published just a few months after the Board adopted it. Our intention in providing this update is threefold:

- To raise community awareness of changing conditions in the budgetary landscape
- To be transparent about some of the decisions our staff, in partnership with school communities, may need to make over the coming months
- To help the community the process by which we will make those decisions

**G. ADJOURNMENT** – Board President Jennifer Williams adjourned the meeting at 7:46pm.

Respectively Submitted,

Kerri Lonergan  
Senior Executive Assistant  
Alameda Unified School District



**BOARD OF EDUCATION MEETING**  
February 13, 2024  
Regular Meeting of the Board of Education  
2263 Santa Clara Avenue  
Alameda, California 94501

**UNADOPTED MINUTES**

**REGULAR MEETING:** The regular meeting of the Board of Education was held at the date and location mentioned above.

**A. CALL TO ORDER**

1. Public Comment on Closed Session Topics:

The Board did not receive any public comments related to this agenda.

2. Adjourn to Closed Session - 6:00 PM

Board of Education Members present: Board President Jennifer Williams (participating remotely), Board Vice President Gary K. Lym, Board Clerk Ryan LaLonde, Board Trustee Heather Little, and Board Trustee Margie Sherratt.

Staff present for Closed Session: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan

Items discussed in Closed Session:

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a)) District designated representative: Timothy Erwin, Assistant Superintendent - Human Resources.

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

3. Reconvene to Public Session - 6:35PM

Board President Williams reconvened the meeting remotely at 6:35PM.

4. Call to Order - Pledge of Allegiance

Board of Education President Jennifer Williams led the Pledge of Allegiance remotely.

5. Introduction of Board Members and Staff:

Board of Education Members present: Board President Jennifer Williams (participating remotely), Board Vice President Gary K. Lym, Board Clerk Ryan LaLonde, Board Trustee Heather Little, and Board Trustee Margie Sherratt.

Student Board Members present: Talia Kotovsky (Alameda High), Mirabelle Kruger (Encinal High) and Lianna Lau (ASTI).

AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan; Assistant Superintendent, Educational Services, Kirsten Zazo; Senior Manager of Community Affairs, Susan Davis and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

6. Motion and Vote to Allow Board President Jennifer Williams to Participate in the Meeting Remotely:

Board of Education President Jennifer Williams let her fellow Board members know she would like them to approve of her participating in the meeting remotely as outlined in Assembly Bill 2449.

*Motion to allow Board President Jennifer Williams to participate in tonight's meeting remotely as outlined in Assembly Bill 2449.*

**MOTION:** Member Lym                      **SECONDED:** Member Little

**STUDENT BOARD MEMBER VOTES**

**AYES:** Members Lau, Kruger, and Kotovsky

**NOES:**

**ABSENT:**

**BOARD MEMBER VOTES**

**AYES:** Members Williams, Lym, LaLonde, Little, and Sherratt

**NOES:**

**ABSENT:**

**MOTION APPROVED**

7. Closed Session Action Report:

There was no action taken in Closed Session.

**B. MODIFICATION(S) OF THE AGENDA:**

The Board opted to move General Business item #2: *Update on School Level Initiatives to Support African American Achievement at Lincoln Middle School* to occur as the first item on the General Business agenda.

*Motion to move General Business item #2: Update on School Level Initiatives to Support African American Achievement at Lincoln Middle School to occur as the first item on the General Business agenda.*

**MOTION:** Member Williams                      **SECONDED:** Member Little

**STUDENT BOARD MEMBER VOTES**

**AYES:** Members Lau, Kruger, and Kotovsky

**NOES:**

**ABSENT:**

**BOARD MEMBER VOTES**

**AYES:** Members Williams, Lym, LaLonde, Little, and Sherratt

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**C. APPROVAL OF MINUTES**

The minutes from the October 10th and October 24th Board of Education meetings were considered for approval.

*Motion to approve the minutes from the October 10<sup>th</sup> and October 24<sup>th</sup> Board of Education meetings.*

**MOTION:** Member Lym

**SECONDED:** Member Little

**STUDENT BOARD MEMBER VOTES**

**AYES:** Members Lau, Kruger, and Kotovsky

**NOES:**

**ABSENT:**

**BOARD MEMBER VOTES**

**AYES:** Members Williams, Lym, LaLonde, Little, and Sherratt

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**D. COMMUNICATIONS**

1. Public Comments on Non-Agenda Items:

*Dr. Suzie Lundy, parent of AUSD student:* Dr. Lundy thanked the District for this year's transparent Request for Proposals (RFP) process for afterschool programs and advocates for the afterschool program currently serving that site

*Joyce Boyd, parent of AUSD student:* Ms. Boyd expressed support for the renewal of the parcel tax.

*Caroline Brossard, parent of AUSD student:* Ms. Brossard expressed concerns about the new COVID protocols released by the Alameda County Office of Public Health.

*Michael Lam, AUSD teacher:* Mr. Lamb asked the Board to consider how AUSD will fill teaching positions if salaries are not raised to a level that is at least average in Alameda County.

*Ariel Cohen, AUSD teacher:* Ms. Cohen asked the Board to authorize a salary increase for AUSD's teaching staff.

*Richard Bunker, AUSD teacher:* Mr. Bunker asked the Board to authorize a salary increase for AUSD's teaching staff.

*Paizley Spencer, AUSD teacher:* Ms. Spencer asked the Board to authorize a salary increase for AUSD's teaching staff.

*Nancy Read, president, Alameda Education Association (AEA) and AUSD teacher:* Ms. Read asked the Board to authorize a salary increase for AUSD's teaching staff.

*Erin Galloway (with Hannah Jones ceding time), AUSD teacher:* Ms. Galloway asked the Board to authorize a salary increase for AUSD's teaching staff.

*Jackson Aranguren (with Michael Rohm ceding time), AUSD teacher:* Mr. Aranguren asked the Board to authorize a salary increase for AUSD's teaching staff.

*Ryan Brazil (with Marissa McMahan ceding time), AUSD teacher:* Ms. Brazil asked the Board to authorize a salary increase for AUSD's teaching staff.

*Assia Day (with Michelle Wong ceding time), AUSD teacher:* Ms. Day asked the Board to authorize a salary increase for AUSD's teaching staff.

*Laura Nielsen (with Veronica Rylander ceding time), AUSD teacher:* Ms. Nielsen asked the Board to authorize a salary increase for AUSD's teaching staff.

*Marci Nettles (with Nina Ackenberg ceding time), AUSD teacher:* Ms. Nettles asked the Board to authorize a salary increase for AUSD's teaching staff.

2. Written Correspondence:

The Board received one email in support of Consent Calendar item #8 – the *Approval of the MOU between AUSD and Cal State East Bay for School Counseling and School Psychology Intern Placements*.

3. Report from Employee Organizations:

*Timothy Smith, president, CSEA 860:* Mr. Smith stated he came to the meeting to support AEA (teachers union) in their efforts for higher wages through the negotiation process.

*Martha Zenk, co-president, AEA:* Ms. Zenk spoke in favor of higher salaries for her teaching unit members. Ms. Zenk also advocated for more respect for the teaching profession.

4. Report from PTA Council:

*There was no report from PTA Council.*

5. Board Members' Report:

*Board Vice President Gary K. Lym:* Board Clerk Lym wished the community a Happy Lunar New Year – Year of the Dragon. Board Vice President Lym also thanked Dr. Nguyen for hosting their visit to Paden Elementary School.

*Board Clerk Ryan LaLonde:* Board Clerk LaLonde commented to thank the Lincoln Middle Schools staff who helped him tour the Lincoln math program.

*Board Member Heather Little:* Board Member Little thanked principal Brian Dodson for hosting her visit to Otis Elementary School, which has three afterschool programs.

*Board Member Margie Sherratt:* Board Member Sherratt even though she is only here for the year and until the next election, she wanted the community to know she has served in this role, along with being a teacher, counselor, and principal in AUSD. Board Member Sherratt stated she has been able to visit about half the schools in Alameda and she looks forward to visiting the rest of the schools soon.

6. Superintendent's Report:

*Superintendent Pasquale Scuderi:* Superintendent Scuderi expressed his appreciation to the teachers and staff who came to the Board meeting tonight. Superintendent Scuderi asked as we work through this together, he knows we broadly agree that the issues are impacted by external factors, and when our union groups ask us to figure it out, we are really trying to do this. Superintendent Scuderi understands the factors we have to deal with are real.

Superintendent Scuderi also introduced Jill Hunter as the new Coordinator of Early Childhood Education.

7. Student Board Members' Report:

*Lianna Lau (ASTI):* Student Board Member Lau announced this week is Red Ribbon Week which is hosted by the Tobacco Education group. Student Board Member Lau also announced next week is a holiday break for students at ASTI.

*Talia Kotovsky (Alameda High School):* Student Board Member Kotovsky stated the Senior Auction was very successful as was the annual Suicide Awareness/Social Justice assembly. Student Board Member Kotovsky announced the Student Wellness Club is putting on movie night and an event where candygrams can be purchased. Student Board Member Kotovsky Students closed her report by announcing Alameda High students are voting for Leadership roles this week.

*Mirabelle Kruger (Encinal High School):* Student Board Member Kruger announced Encinal, like Alameda High is also having student body elections. Student Board Member Kruger stated campaign videos and speeches will be shown to students. Student Board Member Kruger announced there is a PTSA meeting next week, along with the Spring Fling dance, tickets are on sale now. Finally, Student Board Member Kruger announced Mean Girls the musical is coming even though dates have not been finalized just yet.

**E. ADOPTION OF THE CONSENT CALENDAR**

1. Certificated Personnel Actions
2. Classified Personnel Actions



3. Approval and Acceptance of Donations
4. Approval of Appointment of North Region SELPA Community Advisory Committee (CAC) Representative for AUSD
5. Approval of Bill Warrants and Payroll Registers
6. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
7. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
8. Approval of Memorandum of Understanding with Colleges and Universities for School Counseling and School Psychology Placements: California State University, East Bay
9. Approval of School Accountability Report Cards for the 2022-23 SY
10. Proclamation: African American History Month - February
11. Proclamation: Presidents' Day - February 20, 2023
12. Proclamation: Susan B. Anthony Day - February 15, 2023
13. Ratification of Contracts Executed Pursuant to Board Policy 3300
14. Resolution No. 2023-2024.41 Criteria to Determine the Order of Layoff Among Certificated Employees with the Same First Date of Paid Service
15. Resolution No. 2023-2024.42 Approval of Budget Transfers, Increases, Decreases
16. Resolution No. 2023-2024.43 Authorization to Dispose of Surplus Property

***Motion to adopt the Consent Calendar.***

**MOTION:** Member Little

**SECONDED:** Member Sherratt

**STUDENT BOARD MEMBER VOTES**

**AYES:** Members Lau, Kruger, and Kotovsky

**NOES:**

**ABSENT:**

**BOARD MEMBER VOTES**

**AYES:** Members Williams, Lym, LaLonde, Little, and Sherratt

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**F. GENERAL BUSINESS**

1. Update on School Level Initiatives to Support African American Achievement at Lincoln Middle School  
AUSD continues to share the struggle of many school districts when it comes to serving all our students effectively. That is, we continue to see differences in outcomes and opportunities for students in our system, differences that

correlate to factors like race, disability, and housing status. This pattern warrants both our sustained attention and a sustained effort to disrupt.

It is our belief that through collective action we can disrupt and change the outcomes we are seeing for our African American students.

In May 2023, leaders from Ruby Bridges Elementary, Wood Middle, and Encinal Jr. & Sr. High School presented their plans for particular programs and strategies to support achievement for our African American students. Alameda High School brought their presentation to the Board in October 2023.

Leadership from Lincoln Middle School, including principal Sheila Sathewarner and vice principal Jessica Lucio described a number of metrics, including an increasing % of staff of color at LMS, a decreasing % of students of color requiring extra support, town halls, and new instructional practices, content, and social emotional learning actions.

Lincoln Middle School students also spoke passionately about the way they are treated at their middle school. The students spoke about the effects of racist comments and bullying, and the needs for: more education about African American history and culture; more diverse teachers; and more training for teachers on addressing racism.

Public Comments:

*Caroline Brossard, parent of AUSD student:* Ms. Brossard stated she was very upset to hear the examples of racism the Lincoln students described. Ms. Brossard also complemented the student speakers on their bravery in speaking out about the incidents of name calling they have heard from other students and the lack of an appropriate reaction from staff.

Board discussion includes commitment to addressing reports of racism in our schools; praise for programs LMS is implementing; praise for students' bravery and leadership; importance of inclusivity and safety on our campuses

2. Update on 2023 California School Dashboard Results

Lindsey Jenkins-Stark, AUSD's Senior Manager of Data, Assessment and Research gave the Board results from the 2023 California School Dashboard.

The CA School Dashboard is a powerful online tool that displays the performance of local educational agencies (LEAs), schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Ms. Jenkins-Stark's presentation included an overview of the dashboard and a summary of AUSD's 2023 dashboard performance (suspension rate, graduation rate, chronic absenteeism, and academic performance) and IDs both bright spots and challenge areas.

Public Comments:

*Beth Meloy, parent of AUSD students:* Ms. Meloy stated she had issues with and removed her children from the Right at School afterschool program. Ms. Meloy stated she understands Board members visited several of the Right at School sites, and she cautioned Board members that the visits they have been on have been planned and this may not represent what actually happens during the day.

3. Report on Budget Priorities, Challenges, and Constraints for 2024 and Beyond: Mid-Year LCAP Report

Kirsten Zazo, Assistant Superintendent of Educational Services, gave the Board information on the Local Control and Accountability Plan (LCAP). The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.

AUSD's 2023-24 Local Control and Accountability Plan was approved by the Board on June 27, 2023. This was year three of a three-year plan that began in 2021-22. A new three-year plan needs to be put in place for 2024-25, 2025-26, and 2026-27.

At the August 8th Board of Education meeting, staff presented the process for development of this three-year plan and the timeline for engagement and implementation.

Ms. Zazo gave the Board and Community a mid-year update on how the LCAP work is progressing.

- G. ADJOURNMENT** – Board President Jennifer Williams asked Board Member Heather Little to give some remarks about recently deceased Alameda Firefighter, Patrick Corder. The meeting was adjourned at 8:54pm in Mr. Corder's honor.

Respectively Submitted,

Kerri Lonergan  
Senior Executive Assistant  
Alameda Unified School District



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Certificated Personnel Actions

**Item Type:** Consent

**Background:** *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** All positions shown are authorized by the board and are included in the 2023-2024 budget.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Classified Personnel Actions

**Item Type:** Consent

**Background:** *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** All positions shown are authorized by the board and are included in the 2023-2024 budget.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval and Acceptance of Donations

**Item Type:** Consent

**Background:** Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific uses.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** Will increase the revenues of the District in the amount of \$171,068.41.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Summary Site Donations	4/8/2024	Backup Material

**2023-2024**  
**Summary Site Donations**  
**Mar 19, 2024 - Apr 4, 2024**

Slip Date	Site	Donor	Amount	Site Total	Total Donations
3/22/2024	AHS	David Crotty/Suki Gear	\$ 140.00		
3/22/2024	AHS	Helen Kim	\$ 138.00		
3/22/2024	AHS	Joyce Tien Whorley	\$ 196.00		
3/22/2024	AHS	Matthew Smith/Lyla Bradley	\$ 138.00		
3/22/2024	AHS	NeedMyTranscript	\$ 3.00		
3/22/2024	AHS	Nia Brown	\$ 138.00		
2/28/2024	AHS	Cash	\$ 2,218.00		
3/5/2024	AHS	Cash	\$ 324.00		
3/7/2024	AHS	Alan C. Wands/Julie B. Bourdoiseau	\$ 138.00		
3/7/2024	AHS	Jacqueline Musich/Craig Schneider	\$ 138.00		
				\$ 3,571.00	
3/20/2024	Earhart	The Blackbaud Giving Fund	\$ 112.00		
				\$ 112.00	
3/4/2024	Edison	Cristen Torrey	\$ 23.00		
3/4/2024	Edison	AJ Zhang	\$ 23.00		
3/4/2024	Edison	Megan Seman	\$ 23.00		
3/4/2024	Edison	Rongkan Li	\$ 23.00		
3/5/2024	Edison	Brandon Young	\$ 23.00		
3/5/2024	Edison	Heather Kafka	\$ 46.00		
3/5/2024	Edison	Stephanie Matula	\$ 23.00		
3/5/2024	Edison	Charlise Tiee	\$ 23.00		
3/5/2024	Edison	Ginger Dole	\$ 46.00		
3/5/2024	Edison	Jennifer Hart	\$ 23.00		
3/6/2024	Edison	John Sweeney	\$ 46.00		
3/6/2024	Edison	Timothy Latham	\$ 23.00		
3/6/2024	Edison	Scott Morgan	\$ 23.00		
3/7/2024	Edison	Julia Berger	\$ 23.00		
3/7/2024	Edison	Brittany Phelps	\$ 23.00		
3/8/2024	Edison	Ghosh, Sabine Steeger	\$ 23.00		
3/9/2024	Edison	Eva Spirakis	\$ 23.00		
3/10/2024	Edison	Annie Cox	\$ 23.00		
3/10/2024	Edison	Karen Ishimaru	\$ 23.00		
3/11/2024	Edison	Meiva Trejo	\$ 46.00		
3/16/2024	Edison	Jeannie He	\$ 23.00		
3/21/2024	Edison	Jessica Kotler	\$ 46.00		
3/22/2024	Edison	Christina Parker	\$ 46.00		
3/24/2024	Edison	Michelle DeVito	\$ 46.00		
				\$ 713.00	
2/29/2024	EJSHS	Reid Tucker	\$ 1,000.00		
3/4/2024	EJSHS	Cash	\$ 2,705.99		
3/6/2024	EJSHS	Carol Vickers	\$ 5,000.00		
3/7/2024	EJSHS	Go Fan/Huddle Tickets	\$ 1,828.00		
3/11/2024	EJSHS	Shoko Valle	\$ 300.00		
3/12/2024	EJSHS	Cash	\$ 208.00		
3/12/2024	EJSHS	Lick-Wilmerding HS	\$ 300.00		
3/22/2024	EJSHS	Ian Winner	\$ 10.00		
				\$ 11,351.99	
2/28/2024	Island HS	Philanthropic Ventures Foundation	\$ 1,002.24		
3/20/2024	Island HS	Haley Adams	\$ 37.00		
				\$ 1,039.24	
2/15/2024	Lincoln MS	Cash	\$ 16.00		
2/15/2024	Lincoln MS	Erin Kimi Maruyama	\$ 20.00		
2/15/2024	Lincoln MS	Milos Tatarevic	\$ 10.00		
2/26/2024	Lincoln MS	Cash	\$ 52.00		



2023-2024 Summary Site Donations Mar 19, 2024 - Apr 4, 2024					
2/26/2024	Lincoln MS	The Merritt Living Trust	\$	50.00	
3/6/2024	Lincoln MS	Jessica Liu	\$	30.00	
3/15/2024	Lincoln MS	Cash	\$	2,033.93	
					\$ 2,211.93
3/6/2024	Love	Love Elementary PTA	\$	3,174.00	
					\$ 3,174.00
3/6/2024	Maya Lin	Philanthropic Ventures Foundation	\$	502.00	
3/15/2024	Maya Lin	Maya Lin PTA	\$	3,057.75	
					\$ 3,559.75
3/4/2024	MOF	Zum	\$	116,462.02	
3/5/2024	MOF	Wawanesa	\$	3,290.00	
					\$ 119,752.02
3/8/2024	Otis	Brina Siv	\$	535.50	
3/8/2024	Otis	Renee Stromsness	\$	309.75	
3/9/2024	Otis	Tiffany Ashbaker	\$	309.75	
3/10/2024	Otis	Robert Wallace	\$	309.75	
3/10/2024	Otis	Kevin McCarty	\$	309.75	
3/10/2024	Otis	Van Ly	\$	619.50	
3/10/2024	Otis	Yu-Li Liao	\$	309.75	
3/11/2024	Otis	Joshua Nardie	\$	309.75	
3/11/2024	Otis	Tony Ng	\$	309.75	
3/11/2024	Otis	Alex Reinwald	\$	309.75	
3/11/2024	Otis	Vanessa McDaniels	\$	309.75	
3/11/2024	Otis	Sarah Schneider	\$	309.75	
3/11/2024	Otis	Christine Garcia	\$	309.75	
3/11/2024	Otis	Susan Lam	\$	309.75	
3/11/2024	Otis	Paige Mullins	\$	309.75	
3/11/2024	Otis	Joy Chen	\$	309.75	
3/11/2024	Otis	Lily Rogers	\$	535.50	
3/11/2024	Otis	Jen McAnaney	\$	535.50	
3/12/2024	Otis	Sacha Steinberger	\$	309.75	
3/12/2024	Otis	Sarah Elliott	\$	309.75	
3/12/2024	Otis	Alexandra Demidova	\$	535.50	
3/12/2024	Otis	Moti Sorkin	\$	309.75	
3/12/2024	Otis	Marian Quinones	\$	309.75	
3/12/2024	Otis	Christian Schultz	\$	309.75	
3/13/2024	Otis	Chambliss, Kimberly Kat	\$	309.75	
3/13/2024	Otis	Dolores Adams	\$	535.50	
3/13/2024	Otis	Erik Johannessen	\$	309.75	
3/13/2024	Otis	Spencer Hilligoss	\$	535.50	
3/13/2024	Otis	Elaine lee	\$	535.50	
3/13/2024	Otis	John Mori	\$	309.75	
3/13/2024	Otis	Jasmin Fender	\$	309.75	
3/14/2024	Otis	Estelle Burkholder	\$	309.75	
3/14/2024	Otis	Rebecca Hatley	\$	309.75	
3/15/2024	Otis	Patricia Drew	\$	309.75	
3/15/2024	Otis	Emily Yip	\$	309.75	
3/16/2024	Otis	Aiden Bostrom	\$	535.50	
3/17/2024	Otis	Suzanne Warner	\$	309.75	
3/19/2024	Otis	Yumiko Maru	\$	309.75	
3/19/2024	Otis	Emily Fedman	\$	309.75	
3/19/2024	Otis	Josiah Fields	\$	535.50	
3/19/2024	Otis	Khashbat Ganbat	\$	309.75	
3/21/2024	Otis	Imelda Gaytan	\$	309.75	
3/21/2024	Otis	Krista Denman	\$	309.75	
3/21/2024	Otis	Elizabeth Sparber	\$	535.50	

**2023-2024**  
**Summary Site Donations**  
**Mar 19, 2024 - Apr 4, 2024**

3/22/2024	Otis	Joy Chen	\$	225.75	
3/24/2024	Otis	Megan Pitts	\$	309.75	
3/24/2024	Otis	Darren H	\$	309.75	
3/24/2024	Otis	Joel Wood	\$	309.75	
					\$ 17,351.25
3/4/2024	Paden	Burenychudur Batsukh	\$	128.34	
3/19/2024	Paden	Paden Elementary PTA	\$	4,368.86	
3/25/2024	Paden	Adona Navarro/Johann Navarro	\$	385.00	
					\$ 4,882.20
2/12/2024	Ruby Bridges	Paul Anthony Bongiovanni	\$	300.00	
2/28/2024	Ruby Bridges	Carmen Sandoval	\$	160.00	
2/28/2024	Ruby Bridges	Peo Chapter Mu	\$	240.00	
3/4/2024	Ruby Bridges	Stephanie Chenard	\$	252.00	
3/5/2024	Ruby Bridges	Brian Lee/Samantha Lee	\$	250.00	
3/5/2024	Ruby Bridges	Jason Meyer	\$	190.00	
3/7/2024	Ruby Bridges	Jose Cabello/Martha Cabello	\$	190.00	
3/8/2024	Ruby Bridges	Chuck Ramanujam/Errin Ramanujam	\$	190.00	
3/8/2024	Ruby Bridges	Seng Sayavong/Khankeo Sayavong	\$	300.00	
3/11/2024	Ruby Bridges	Kristi Nepacena Pahati	\$	190.00	
3/12/2024	Ruby Bridges	Dorian Artistry	\$	140.03	
3/12/2024	Ruby Bridges	The Blackbaud Giving Fund	\$	40.00	
3/17/2024	Ruby Bridges	Uli Kaleikau	\$	168.00	
3/21/2024	Ruby Bridges	Alameda Police Foundation	\$	500.00	
3/21/2024	Ruby Bridges	Wendy Sayan	\$	240.00	
					\$ 3,350.03
					\$ 171,068.41

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Bill Warrants and Payroll Registers

**Item Type:** Consent

**Background:** On a routine basis, all payments from the funds of the District are made by written order of the Board of Education. This requirement is provided under Education Code 42631.

Nineteen (19) redactions were made where posting of that information would violate agreed upon confidentiality settlements. The District is posting all bills and warrants except for the ones that are redacted.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** Will reduce the available funds of each respective site/department budget by \$6,621,093.64.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Summary of Register	4/8/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

**Item Type:** Consent

**Background:** Alameda voters approved Facilities Bond Measure I in November 2014 and approved Facilities Bond Measure B in June 2022.

As the bond schedules dictate, various contracts will come before the Board for approval. Contracts may include construction bid contracts, architectural services contract addenda, specialists/consultants agreements, etc. Staff has created a standing board item to keep the contracts for Measure I and Measure B separate from the approval of other district contracts.

1. (Fund 21 – Measure B) Professional Services Agreement between AUSD and Advance Construction Inspection at a \$120 hourly rate and a total not to exceed \$158,400.00. (Alameda Swim Center)
2. (Fund 21 – Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Brelje & Race Consulting Engineers for an increase of \$6,000 and an amended PSA value of \$10,500.00. (Encinal field)
3. (Fund 21 – Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and ACC Environmental Consultants for an increase of \$40,929.00 and an amended PSA value of \$45,130.00 (Wood MS)
4. (Fund 21 – Measure B) Change Order #001 to Lease Leaseback Contract between AUSD and Lathrop Construction Associates for an increase of \$139,088.15 and a new contract sum of \$959,120.15. (Lum Temp Campus)
5. (Fund 21 – Measure B) Professional Services Agreement between AUSD and Chipman Relocation & Logistics for an estimated cost of \$86,768.18. (Wood MS)
6. (Fund 21 - Measure I) Independent Performance Audit and Financial Statement Services for the Measure I Bond between AUSD and Moss Adams, LLC for a fee of \$9,800.00.
7. (Fund 21 - Measure B) Independent Performance Audit and Financial Statement Services for the Measure B Bond between AUSD and Moss Adams, LLC for a fee of \$9,800.00.
8. (Fund 21 – Measure B) Amendment No. 3 to Master Facilities Lease between AUSD and Lathrop Construction Associates for an increase of \$2,250,786.00 for a new total cost of \$6,881,121.00. (Lum Temp Campus)
9. (Fund 21 – Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Miller Pacific Engineering Group for an increase of \$5,000 and an amended PSA value of \$83,000.00. (Otis)

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 21 Building – Bond Fund

**Fiscal Analysis**

See attached contract(s) for detailed expenditures.

**Amount (Savings) (Cost):**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

Description	Upload Date	Type
▣ Advanced Construction Inspection	4/10/2024	Backup Material
▣ Brelje & Race Consulting Engineers	4/10/2024	Backup Material
▣ ACC Environmental	4/10/2024	Backup Material
▣ Lathrop Construction Associates	4/10/2024	Backup Material
▣ Chipman Relocation	4/10/2024	Backup Material
▣ Moss Adam LLP Measure I	4/10/2024	Backup Material
▣ Moss Adams LLP Measure B	4/10/2024	Backup Material
▣ Lathrop Construction Associates	4/10/2024	Backup Material
▣ Miller Pacific Engineering	4/10/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies

**Item Type:** Consent

**Background:** Each year, Alameda Unified School District's Special Education Department executes "Master Contracts" with Non-Public Schools and Non-Public Agencies to support the Special Education Department. Through the year, Individual Service Agreements (ISAs) are entered into under these "Master Contracts" that allocate funds for services required to provide support to AUSD students in accordance with the Individuals with Disabilities in Education Act (IDEA).

Below are details of contracts executed and attached to this agenda item.

(Fund 01) Individual Services Agreement between AUSD and Ro Health for a total value of \$14,514.00.

(Fund 01) Individual Services Agreement between AUSD and Ro Health for a total value of \$12,744.00.

(Fund 01) Individual Services Agreement Amendment No. 1 between AUSD and Spectrum Center for an increase of \$2,160.00 for a new total of \$62,596.25.

(Fund 01) Individual Services Agreement Amendment No. 1 between AUSD and Spectrum Center for an increase of \$2,160.00 for a new total of \$63,615.92.

(Fund 01) Individual Services Agreement Amendment No. 1 between AUSD and Spectrum Center for an increase of \$2,160.00 for a new total of \$63,539.00.

For reasons of confidentiality, the contracts for non-public schools and non-public agencies with student specific information are not uploaded to this item, and will be maintained in the Special Education Department for review upon request.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** See attached non-confidential contract(s) for detailed expenditures.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.

**Submitted By:** Kirsten Zazo, Assistant Superintendent of Educational Services

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Quarterly Report on Williams Uniform Complaints

**Item Type:** Consent

**Background:** The Board of Education’s approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints.

There were no Williams Uniform Complaints during the quarter ending March 31, 2024.

**AUSD LCAP Goals:** 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.

**Submitted By:** Kirsten Zazo, Assistant Superintendent of Educational Services

---

**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▢	Quarterly Report: Williams Uniform Complaint_4.16.24	4/3/2024	Backup Material



**ALAMEDA COUNTY  
OFFICE OF EDUCATION**  
L. K. Monroe, Superintendent

**Quarterly Report on *Williams* Uniform Complaints**

[Education Code § 35186]

District: \_\_\_\_\_

Person completing this form: \_\_\_\_\_ Title: \_\_\_\_\_

Quarterly Report Submission Date:

*(check one and include year)*

☐ October \_\_\_\_\_ (for July-Sept)

☐ January \_\_\_\_\_ (for Oct-Dec)

☐ April \_\_\_\_\_ (for Jan-Mar)

☐ July \_\_\_\_\_ (for Apr-June)

Date for information to be reported publicly at governing board meeting: \_\_\_\_\_

**Please check the box that applies:**

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

\_\_\_\_\_  
Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date

**Please return completed form to Phillip Owens**  
eFax: (510) 670-3236 | Email: [phillipo@acoe.org](mailto:phillipo@acoe.org)



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Revised Board Policy 4354: Personnel (Health and Welfare Benefits for Administrative, Supervisory, Confidential , Licensed, and Unrepresented Classified Personnel)

**Item Type:** Consent

**Background:** The redlined Board Policy showing changes is attached.

Additional fiscal information can be found on General Business Item #7: *Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented*

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Revised Board Policy 4354: Personnel	4/10/2024	Backup Material

## **BP 4354 Personnel**

### **Health And Welfare Benefits For Administrative, Supervisory, Confidential, Licensed And Unrepresented Classified Personnel**

Employees who are not in bargaining units shall receive health and welfare benefits as specified in this Board policy and accompanying administrative regulation.

#### Definitions

For purposes of this Health and Welfare Benefits policy, the following definitions shall apply:

1. Administrative and Supervisory Employees shall mean all certificated and classified administrative, supervisory, confidential, licensed and unrepresented classified personnel who are not subject to the district's collective bargaining agreements.
2. Full Time Employees shall mean those employees who are regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who are employed for either the fiscal or academic year.

#### Active Administrative and Supervisory Employee Health and Welfare Benefits

##### 1. Basic Medical Plan

Effective July 1, 2011, the district shall contribute the minimum amount required by Govt. Code section 22892 per month for administrative and supervisory employees toward payment of the premium of a medical plan selected by the employee. In 2015, the minimum amount is \$122.00. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act.

##### 2. Compensation in Lieu of Medical Benefits

Those full time administrative and supervisory employees eligible for medical benefits who can prove other health care coverage may elect to decline coverage by the district and receive \$305.00 in cash compensation in lieu of medical benefits. This money may be used for any purpose and will be taxable to the employee.

Once health benefits are declined, no change may be made during the benefit year unless authorized under PERS approved exceptions to open enrollment period elections.

Any employee who declines coverage must renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

##### 3. Supplemental Benefits Plan

Effective July 1, 2011, the district shall provide as a supplemental benefit plan for full time administrative and supervisory employees an amount equal to the difference between the basic

medical plan and the amounts designated as the district's maximum contribution for medical, dental, vision, and life insurance plans selected by the employee for the employee and his/her dependents ~~as shown on Attachment 1.~~ **The district contribution(s) for these plans shall be specified on a rate sheet published on the district website.**

#### 4. Flexible Benefit Plans.

A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate.

#### 5. Life Insurance Benefit.

Effective July 1, 2014, all full time active administrative and supervisory employees are entitled to District paid Group Life Insurance.

Managers of Executive Cabinet (not including the Superintendent) employed in a position prior to June 30, 2013 are entitled to Class 1 benefits. This class is entitled to 1 times regular salary rounded to the next higher multiple of \$1,000, with a maximum of \$250,000. Salary is defined as regular contract salary and does not include any additional compensation such as overtime pay, extra duty pay, and bonuses. Class 1 includes Chief Human Resources Officers, Chief Business Officer, Superintendent and Assistant Superintendent of Educational Services.

Class 2 includes all other administrators. This class is entitled to District paid policy benefit of up to \$10,000 to be applied as follows:

Under Age 60	\$10,000
60 -64	\$6,400
65-69	\$4,200
70-74	\$2,800
75 or over	\$1,400

These benefits terminate at the conclusion of paid status employment with the district.

Upon separation from the district, members of Class 1 and Class 2 benefits will have the option of continuing coverage at their own expense.

#### Health and Welfare Benefits for Employees Working Less Than Full Time

Administrative and supervisory employees who work fewer than 35 (thirty-five) hours per week, but 20 (twenty) or more hours per week, shall receive a pro-rata share of the supplemental benefits plan authorized for a full time employee if they elect to be enrolled in a health, vision, or dental care plan. The pro-ration shall be based on a 40 (forty) hour week.

Employees who work fewer than 20 hours per week shall not be eligible for benefits enumerated in this policy.

#### Retired Administrative and Supervisory Employee Health and Welfare Benefits

The district shall provide health and welfare benefits for retired administrative and supervisory employees of the district in accordance with the following:

### 1. Eligibility for Basic Medical Plan for Retirees

Administrative and supervisory employees who retire from the district will be eligible to be covered under the PERS medical plan for retirees provided the employee retired at or after age of fifty (50) years and had at least ten (10) continuous years of paid service with the district immediately prior to retirement. Each year the contribution by the district shall equal the amount allocated for the Basic Medical Plan for active full time employees as described in this policy.

### 2. Eligibility for Supplemental Benefit Plan

As part of an early retirement plan, administrative and supervisory employees who retire at or after the age of 55 years, and have at least 10 continuous years of paid service with the district immediately prior to retirement, may receive the **following** supplemental benefit plan ~~provided to active full time employees for employee only coverage~~ until they are eligible to purchase or receive Medicare:

**Effective January 1, 2025 the district contribution for medical benefits will be increased and capped at \$1021.41 per month.**

**For retirees who are currently retired their benefits will be capped at the current monthly rate of \$370 per month.**

**For retirees who retire between July 1, 2023 and December 31, 2024, their retirement benefits will be broken down as follows:**

**July 1, 2023 – December 31, 2024, capped at \$370 per month**

**January 1, 2025, will be capped at \$1021.41 per month**

Eligible retirees under this provision may, at their cost, purchase coverage for their dependents or domestic partner. In the event a retiree elects to purchase coverage for his/her dependents or domestic partner, the employee shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program. The required payments from the retired employee must be remitted to the district office by the first day of each month.

### 3. Eligibility for Dental and Vision Plans

Administrative and supervisory employees who retire at or after the age of 55 years, and have at least 10 years of paid service with the district immediately prior to retirement, may receive the same dental and vision benefits as provided to active full time employees, as described in this policy.

Eligible retirees under this provision may, at their cost, purchase dental and/or vision coverage for themselves and their dependents or domestic partner. In the event a retiree elects to purchase dental and/or vision coverage for his/her dependents or domestic partner, the employee shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and

costs incurred by the district in administering this program. The required payments from the retired employee must be remitted to the district office by the first day of each month.

The benefit carriers for retired persons shall be the same as those provided to active employees.

#### Domestic Partner Coverage: Health, Dental and Vision

The district will fully implement state law provisions pertaining to domestic partner enrollment under PERS health plans offered by the district. In addition, the district will permit domestic partners to enroll as dependents under any non PERS benefit plan, including dental and vision plans. For purposes of enrollment in non PERS health, dental and vision plans, the definition of domestic partner will be as established pursuant to Chapter 588, Statutes of 1999. Domestic partners will be eligible for any benefits in the retirement period to which spouses or surviving spouses are eligible under the provisions of this policy.

#### Confidentiality of Medical Information

The Superintendent or designee shall not use or disclose any medical information the district possesses pertaining to an employee without the employee's authorization obtained in accordance with Civil Code [56.21](#), except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code [56.20](#))

(cf. [4312.6](#) - Personnel Records)

#### Continuation of Coverage

Retired administrative and supervisory employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

For those programs for which deductions are not made by PERS, the required payments from the retired employee must be remitted to the district office by the first day of each month. Except as otherwise set forth herein, to receive continuation coverage, covered employees and their qualified beneficiaries shall pay the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering this program.

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Alameda Education Foundation Appreciation Day - April 25, 2024

**Item Type:** Consent

**Background:** First formed in 1982, the Alameda Education Foundation has provided millions of dollars over the years to support educational programs in Alameda through its network of parents, teachers, business people, and concerned members of the community.

The Alameda Unified School District Board of Education proudly acknowledges its partnership with AEF and commemorates AEF Appreciation Day for their long standing commitment to supporting vital programs in art, music, drama, sports, science, technology, and much more for thousands of Alameda school children with this proclamation.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #4 - Parental involvement and community engagement are integral to student success.

**Submitted By:** Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Proclamation: Alameda Education Foundation	4/10/2024	Backup Material

**PROCLAMATION**  
***Alameda Education Foundation Appreciation Day***  
***April 25, 2024***

*WHEREAS*, the Alameda Education Foundation has been a vital force in the community since 1982; and

*WHEREAS*, the Alameda Education Foundation has supported educational programs in Alameda public schools by providing millions of dollars in funds, materials, and volunteer resources to supplement the opportunities available in the schools; and

*WHEREAS*, the Alameda Education Foundation is made up of parents, teachers, business people, and concerned members of the community; and

*WHEREAS*, the Alameda Education Foundation supports vital programs in art, music, drama, sports, science, technology, and much more for thousands of Alameda School children; and

*WHEREAS*, thriving schools are essential for a desirable community and a promising future;

*NOW, THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes “Alameda Education Foundation Appreciation Day” annually on the date of the last Board meeting in April and thanks AEF for their work on behalf of Alameda public school students over many years.

*PASSED AND ADOPTED* by the following votes this 16<sup>th</sup> day of April, 2024.

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

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

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

\_\_\_\_\_  
Jennifer Williams, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Asian-Pacific Islander Heritage Month - May

**Item Type:** Action

**Background:** Asian-Pacific Islander Heritage Month is celebrated annually during the month of May at the local, state, and national level. With this proclamation, the Board of Education proclaims our respect of the identity and heritage of all students of Asian and Pacific Islander descent.

**AUSD LCAP Goals:** 2a. Support all students in becoming college and career ready.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.

**Submitted By:** Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Proclamation: Asian-Pacific Islander Heritage Month	4/10/2024	Backup Material



**PROCLAMATION**  
***Asian-Pacific Islander Heritage Month***  
***May 2024***

*WHEREAS*, the State of California is home to more than 6,000,000 students of Asian and Pacific Islander descent, kindergarten through grade twelve; and

*WHEREAS*, these students reflect the great diversity of cultures and heritage of the many different countries of Asia and the Pacific Islands; and

*WHEREAS*, despite the hardships and barriers of the past, the people of Asia and the Pacific Islands who came to this country and their descendants have made substantial contributions to California's economic growth and development and have woven clear, distinct threads into the state's social fabric; and

*WHEREAS*, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve*, states that the history curriculum of the community, state, region, nation, and the world must reflect the experiences of men and women of different racial, religious, and ethnic groups and must be integrated at every level; and

*WHEREAS*, Asian-Pacific Islander Heritage Month is celebrated annually at the local, state, and national levels;

*NOW, THEREFORE, BE IT PROCLAIMED*, that the Alameda Unified School District Board of Education hereby recognizes the month of May as Asian-Pacific Islander Heritage Month.

*PASSED AND ADOPTED* by the following votes this 16<sup>th</sup> day of April, 2024.

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

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

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

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Jennifer Williams, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Ratification of Contracts Executed Pursuant to Board Policy 3300

**Item Type:** Consent

**Background:** On January 9, 2024, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Purchasing Manager.

Resolution Number 2023-2024.35 further limited the delegation to expenditures of less than \$114,500 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

The following contracts are presented for ratification:

1. (Fund 01) Agreement (Classroom Building Roof Replacements at Ruby Bridges Elementary) between AUSD and Best Contracting, Inc. for a contract price of \$879,390.00.
2. (Fund 01) Amendment No.3 to Independent Contractor Agreement for Routine Maintenance Services (Mechanical Routine Maintenance Services) #2271 between AUSD and Apodaca Mechanical Consulting for a term extension to June 30, 2024.
3. (Fund 01) Audit and Nonattest Services Agreement between AUSD and Moss Adams, LLC. for a fee of \$61,900.00.
4. (Fund 01, Fund 13) Professional Services Agreement between AUSD and Miller Pacific Engineering Group for a total proposed cost of \$32,000.00.
5. (Fund 01) Amendment No. 1 to Agreement for Maintenance and Shared Recreational Use of Wood Middle School Baseball Fields between AUSD and Alameda Little League, Inc. for a term ending extension to June 30, 2024.

***NOTE: Contract #5 will be uploaded by Tuesday, April 16.***

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** See attached contract(s) for detailed expenditures.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the

organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
☐ Best Contracting, Inc.	4/10/2024	Backup Material
☐ Apodaca Mechanical Consulting	4/10/2024	Backup Material
☐ Moss Adams LLP	4/10/2024	Backup Material
☐ Miller Pacific Engineering	4/10/2024	Backup Material



## **PROJECT MANUAL**

**CONTRACT #2376**

# **CLASSROOM BUILDING ROOF REPLACEMENTS**

**ALAMEDA UNIFIED SCHOOL DISTRICT**

**RUBY BRIDGES ELEMENTARY  
351 Jack London Ave, Alameda, CA 94501**

**DOCUMENT 00 01 10**

**TABLE OF CONTENTS - CONTRACT DOCUMENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 01	Title Page
	00 01 10	Table of Contents (This Document)
	00 01 15	List of Drawings, Tables and Schedules
	00 11 16	Invitation to Bid
	00 21 13	Instructions to Bidders
	00 41 13	Bid Form
	00 43 13	Bid Bond (Security)
	00 43 36	Designated Subcontractors List
	00 45 19	Non-collusion Affidavit
	00 45 22	Iran Contracting Act Certification
	00 45 40	Certifications to be Completed by Contractor
	00 45 50	Prevailing Wage Certification
	00 45 55	Disabled Veteran's Business Enterprise Participation Certification
	00 45 85	Criminal Background Investigation/Fingerprinting Certification
	00 45 90	Roofing Contract Financial Interest Certification
	00 51 00	Notice of Award
	00 52 13	Agreement
	00 54 55	Escrow Agreement for Security Deposits in Lieu of Retention
	00 54 60	Hazardous Materials Procedures and Requirements
	00 55 00	Notice to Proceed
	00 61 14	Performance Bond
	00 61 15	Payment Bond (Contractor's Labor and Material Bond)
	00 63 00	District Contract Forms
	00 65 25	Final Settlement Agreement and Release of Claims
	00 65 36	Warranty and Guarantee Form
	00 70 00	General Conditions
	00 91 13	Addenda - <b>All addenda issued by District become part of the Contract.</b>

**SPECIFICATIONS – GENERAL REQUIREMENTS**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 11 00	Summary of Work
	01 20 00	Price and Payment Procedures
	01 26 00	Contract Modification Procedures
	01 64 00	Owner Furnished Materials
	01 66 10	Delivery, Storage and Handling
	01 70 10	Contract Closeout and Final Cleaning
	01 78 23	Operation and Maintenance Data
	01 78 36	Warranties

**TECHNICAL SPECIFICATIONS (EXHIBIT A)**

<u>Division 7</u>	<u>Section</u>	<u>Title</u>
	07 22 16	Roof Insulation
	07 55 00	Modified Bituminous Membrane Roofing
	07 61 00	Sheet Metal Flashing and Trim

END OF DOCUMENT

**DOCUMENT 00 01 15**

**LIST OF DRAWINGS, TABLES AND SCHEDULES**

**DRAWINGS**

<u>Sheet number</u>	<u>File number</u>	<u>Description</u>
SHT 1		COVER SHEET
SHT 2		ROOF PLAN
SHT 3		DETAILS
SHT 4		DETAILS
SHT 5		DETAILS

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

To: Governing Board of Alameda Unified School District ("District")

From: Best Contracting Services, Inc.

(Proper Name of Bidder)

1. **Total Bid.** The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Special Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the following project:

**Classroom Building Roof Replacements**

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Eight Hundred Seventy Nine Thousand Three Hundred  
Ninety \_\_\_\_\_ Dollars

Bid Item No. 1 for All scope items per specifications and drawings

\$ 879,390.00

N/A \_\_\_\_\_ Dollars

\$ N/A

**TOTAL BASE BID**

NOTE: IF THERE ARE ALLOWANCES IDENTIFIED IN THIS BID FORM, DO  
NOT INCLUDE ANY ALLOWANCE(S) AMOUNTS IN THESE BID AMOUNTS.

2. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. **Requests for Clarification.** The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. **Contract Time.** The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - The liquidated damages clause of the General Conditions and Agreement.
  - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
  - The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. **Bid Open for 90 Days.** It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. **Attachments.** The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Noncollusion Declaration
  - Iran Contracting Act Certification
8. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>2/26/2024</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. **Bidder's License.**
  - Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract



Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

10. **Labor Harmony.** The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
12. **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
13. **False Claims Act.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 6th day of March 20 24

Signature 

Signed by (Print Name) Sean Tabazadeh

Title of Person Signing CEO/Secretary

Name of Bidder Best Contracting Services, Inc.

Type of Organization Corporation

Address of Bidder 19027 S. Hamilton Ave. Gardena, CA 90248

Taxpayer's Identification No. of Bidder 95-3781209

Telephone Number (310) 328-6969

Fax Number (310) 328-9176

E-mail estimating@bestcontracting.com Web page www.bestcontracting.com

Bidder's DIR Registration No.: No. 1000000563

Contractor's License No(s): No. 456263 Class: A,B,C17, Expiration Date: 5/31/2024

No. N/A Class: N/A Expiration Date: N/A

No.: N/A Class: N/A Expiration Date: N/A

If Bidder is a corporation, provide the following:

Name of Corporation: Best Contracting Services, Inc.

President: Moji Tabazadeh

Secretary: Sean Tabazadeh, CEO/Secretary /RMO

Treasurer: Fatemeh Tabazadeh

Manager: Sean Tabazadeh, CEO/Secretary /RMO

END OF DOCUMENT

BID BOND (SECURITY)

KNOW ALL PERSONS BY THESE PRESENTS:

BID BOND  
DOCUMENT 00 43 13- 1: SUBMIT AS PART OF BID

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the

28th day of February, 2024

Best Contracting Services, Inc.

Principal

Sean Tabazadeh, CEO/Secretary

By

The Hanover Insurance Company

Surety

Patrick T. Moughan, Attorney-in-Fact

By

Global Risk, LLC

Name of California Agent of Surety

200 Pier Avenue Suite 132, Hermosa Beach, CA 90254

Address of California Agent of Surety

408-218-3524

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, and/or Jing Guo Mason

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28<sup>th</sup> day of June, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

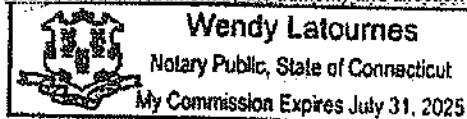
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

Joellen M. Mandoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 28<sup>th</sup> day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations:



Wendy Latournes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28<sup>th</sup> day of February 2024.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

John Rowedder, Vice President

Nº 4864

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

The Hanover Insurance Company

of Bedford, New Hampshire, organized under the  
laws of New Hampshire, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State,  
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,  
Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements  
made under authority of the laws of the State of California as long as such laws or requirements are  
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed  
or amended.

IN WITNESS WHEREOF, effective as of the 20th day  
of October, 1986, I have hereunto set  
my hand and caused my official seal to be affixed this 20th  
day of October, 1986.



Roxani M. Colvig  
Insurance Commissioner  
Victoria S. Sidbury



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 2/28/24 before me, Zipporah D. Kiger, Notary Public  
(Here insert name and title of the officer)

personally appeared Patrick T. Moughan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) (s) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**DOCUMENT 00 43 36**

**DESIGNATED SUBCONTRACTORS LIST**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**Classroom Building Roof Replacements**

1. **Listed.** Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. **Same Scope.** In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
3. **No Vendors or Suppliers.** Bidder need not list entities that are only vendors or suppliers of materials.
4. **Not Listed.** As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
5. **Alternate Work.** If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
6. **DVBEs.** Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.
7. **CSLB Number.** Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
8. **DIR Number.** Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. **THE DISTRICT WILL PERMIT EACH BIDDER TO SUBMIT EACH LISTED SUBCONTRACTOR'S CSLB NO. AND THE DIR NO. NO LATER THAN TWENTY-FOUR (24) HOURS AFTER BID OPENING.**
10. **Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.



I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

Date: March 06, 2024

Proper Name of Bidder: Best Contracting Services, Inc.

Signature: 

Print Name: Sean Tabazadeh

Title: CEO/Secretary

Subcontractor Name: G & C Equipment Corp. Location: 879 W. 190th Street #500  
Gardena, CA 90248

Scope of Work: Material Supplier (only)

If DVBE, Percent of Work: 3 % CSLB No.: Not Required  
For This Trade DIR No.: # 1000012404

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00 43 40

NONCOLLUSION DECLARATION  
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO/Secretary [PRINT YOUR TITLE]

of Best Contracting Services, Inc. [PRINT FIRM NAME]

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: March 04, 2024  
Proper Name of Bidder: Best Contracting Services, Inc.  
City, State: Gardena, California  
Signature:   
Print Name: Sean Tabazadeh  
Title: CEO/Secretary

END OF DOCUMENT

**\* SEE ATTACHED NOTARY \***



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los AngelesOn 3/4/2024 before me, Sama Khalil Khalil, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Sean Tabazadeh  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

DOCUMENT 00 43 50

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

**Classroom Building Roof Replacements**

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

Bidder shall complete **ONLY ONE** of the following three paragraphs.

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

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

Date: March 06, 2024  
Proper Name of Bidder: Best Contracting Services, Inc.  
Signature:   
Print Name: Sean Tabazadeh  
Title: CEO/Secretary

END OF DOCUMENT

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☒ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☒ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

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

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.



☒ **Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☒ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law**

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.



## Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

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

### (i) Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;



- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**(ii) Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**(iii) Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

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

The Contractor shall provide the District with any sample results prior to beginning Work, during the

Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☒ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

---

---

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date:

4/8/2024

Proper Name of Contractor:

BEST Contracting Services, Inc.

Signature:

Ryan Garcia

Print Name:

Title:

VP Sales

END OF DOCUMENT

**DOCUMENT 00 45 50**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

**CONTRACT NO. #2376** between **Alameda Unified School District** (the "District" or the "Owner") and **Best Contracting Services, Inc.** (the "Contractor").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

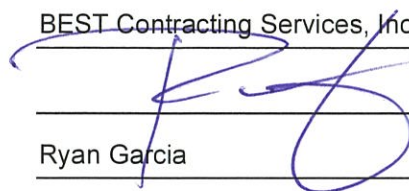
Date:

4/8/2024

Proper Name of Contractor:

BEST Contracting Services, Inc.

Signature:



Print Name:

Ryan Garcia

Title:

VP Sales

END OF DOCUMENT

**DOCUMENT 00 45 55**

**DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION**

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
  - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
  - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
    - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
    - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

# DVBE PARTICIPATION REPORT

Contractor Name: Best Contracting Services, Inc. Date: March 06, 2024  
 Project Name: RUBY BRIDGES - CLASSROOM BUILDING ROOF REPLACEMENTS ITB # 024-077-03  
 Project Number: [PROJECT NO.]

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
G & C Equipment Corp.	Material Supplier (only)	\$26,381.00
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES   X   NO           

If your response is "NO," please attach to this report a detailed description of the reasons your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: March 06, 2024  
 Proper Name of Contractor: Best Contracting Services, Inc.  
 Signature:   
 Print Name: Sean Tabazadeh  
 Title: CEO/Secretary

END OF DOCUMENT

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

## Office of Small Business & DVBE Services

Certification ID: 5092

Legal Business Name:

G&amp;C Equipment Corporation

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:

879 West 190th Street

Suite 500

Gardena

CA 90248

Email Address:

Athlien@gandccorp.com

Business Web Page:

<https://gandccorp.com/>

Business Phone Number:

310/515-6715

Business Fax Number:

310/515-5046

Business Types:

Non-Manufacturer , Service

Certification Type	Status	From	To
DVBE	Approved	02/25/2022	02/29/2024
SB-PW	Approved	02/25/2022	02/29/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

**CONTRACT NO. #2376** between **Alameda Unified School District** (the "District" or the "Owner") and **Best Contracting Services, Inc.** (the "Contractor").

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

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

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

**Name:** \_\_\_\_\_

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

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

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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

Date:

Proper Name of Contractor:

BEST Contracting Services, Inc.

Signature:

Print Name:

Ryan Garcia

Title:

VP Sales

END OF DOCUMENT



DOCUMENT 00 45 90

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

**CONTRACT NO. #2376** between **Alameda Unified School District** (the "District" or the "Owner") and **Best Contracting Services, Inc.** (the "Contractor").

I, Ryan Garcia - VP Sales [Your Name], BEST Contracting Services, Inc. [Firm Name]  
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, Ryan Garcia - VP Sales [Your Name], BEST Contracting Services, Inc. [Firm Name]  
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, N/A [Your Name], [Firm Name]  
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): N/A  
Mailing address: \_\_\_\_\_  
Address of branch office used for this Project: \_\_\_\_\_  
If subsidiary, name and address of parent company: \_\_\_\_\_

For Projects without substantive roofing components, check the following box and execute this certification:

- ☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

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

Date: 4/8/2024  
Proper Name of Contractor: BEST Contracting Services, Inc.  
Signature: [Signature]  
Print Name: Ryan Garcia  
Title: VP Sales

END OF DOCUMENT

**DOCUMENT 00 51 00**

**NOTICE OF AWARD**

Dated: \_\_\_\_\_, 2024

To: \_\_\_\_\_  
("Contractor")

\_\_\_\_\_  
(Address)

From: Governing Board ("Board") of Alameda Unified School District ("District" or "Owner")

Re: Classroom Building Roof Replacement Project  
("Project" or "Contract")

Contractor was awarded the Contract on \_\_\_\_\_, 2024, by action of the District's Board.

The Contract Price is **Eight Hundred Seventy-Nine Thousand Three Hundred Ninety Dollars (\$875,390.00)** and includes no additional alternates.

Two (2) copies of each of the Contract Documents (except Drawings) accompany the Notice of Award. Two (2) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at the cost of reproduction.

The contractor must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit the following Contract Documents entitles District to reject Contractor's bid as non-responsive.

- a. Agreement: Submit three (3) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**
- b. Performance Bond (100%): Fully executed form provided in the Contract Documents.
- c. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- d. Insurance Certificates and Endorsements.
- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Disabled Veterans' Business Enterprise Participation Certification.

- h. Drug-Free Workplace Certification.
- i. Smoke-Free Environment Certification.
- j. Hazardous Materials Certification.
- k. Lead-Based Paint Certification.
- l. Imported Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- n. Roofing Contract Financial Interest Certification

Failure to comply with these conditions within the time specified will entitle District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

District will return to Contractor one fully signed counterpart of the Agreement.

ALAMEDA UNIFIED SCHOOL DISTRICT

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS SIXTEENTH DAY OF APRIL, 2024, by and between the **Alameda Unified School District** ("District" or "Owner") and **Best Contracting Services, Inc.** ("Contractor") ("Agreement").

The District and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Classroom Building Roof Replacements**

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:
  - (i) District-approved modifications, beginning with the most recent (if any);
  - (ii) Agreement.
  - (iii) Special Conditions (if any);
  - (iv) Supplemental Conditions (if any);
  - (v) General Conditions.
  - (vi) Remaining Division 0 documents (Documents beginning with "00");;
  - (vii) Division 1 Documents (Specifications – General Conditions; Documents beginning with "01");
  - (viii) Division 2 through Division 32 documents (Technical Specifications);
  - (ix) Figured dimensions.
  - (x) Large-scale drawings.
  - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the Contractor shall complete the Work within One Hundred Twenty-One (121) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from the Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to District the following sum(s) ("Liquidated Damages"):
- **Project Completion: One Thousand dollars (\$1,000)** per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project, Contractor will forfeit three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Liquidated Damages are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages.
  - e. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.
  - f. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.
  - g. District may extend the Contract Time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss or Damage:** District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.

8. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies, and deduct the cost thereof from the payment then or thereafter due Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C39 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Contractor & Subcontractor Registration:** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Eight Hundred Seventy-Nine Thousand Three Hundred Ninety Dollars

\$879,390.00 (Base Contract Amount)

= Eight Hundred Seventy-Nine Thousand Three Hundred Ninety Dollars

\$879,390.00 ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and District has approved Contractor's invoice. Contractor shall invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of each Allowance shall be retained by the District.



- b. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 2024	Dated: <u>April 8</u> , 2024
<b>ALAMEDA UNIFIED SCHOOL DISTRICT</b>	<b>BEST Contracting Services, Inc. CONTRACTOR</b>
By: _____	By: 
Print Name: _____	Print Name: <u>Ryan Garcia</u>
Print Title: _____	Print Title: <u>VP Sales</u>

**NOTE:** If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

**DOCUMENT 00 54 60**

**HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS**

**1. Summary**

This document includes information applicable to hazardous materials and hazard waste abatement.

**2. Notice of Hazardous Waste or Materials Conditions**

- a. Contractor shall give written notice to District, Construction Manager, and Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
  - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the Project Site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, District shall so notify Contractor in writing, stating reasons. If District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by District.
- e. If after receipt of notice from District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order that portion of Work connected with the hazardous condition or affected area, be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.
- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

**3. Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Project Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be



performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

#### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall provide that documentation immediately upon request, but in no event later than **THREE (3)** days upon request.

#### **5. Compliance with Laws**

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

- (1) The protection of the public health, welfare and environment;
- (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
- (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the Project Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Project Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste deposited in each landfill and receive from each facility a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to District.

## **7. Permits**

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that Contractor and any disposal facility:
  - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
  - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB

disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

## **8. Indemnification**

- a. To the extent permitted by law, the indemnity obligations, defense obligations, and limitations of liability expressed in the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. §§ 9601 et seq.).

## **9. Termination**

- a. District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the Contract Documents' provisions related to termination for cause shall apply without modification.

END OF DOCUMENT

**DOCUMENT 00 55 00**

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 2024

To: \_\_\_\_\_  
("Contractor")

\_\_\_\_\_  
(Address)

From: Governing Board ("Board") of Alameda Unified School District ("District" or "Owner")

Re: **Classroom Building Roof Replacements Project**  
("Project" or "Contract")

Contractor is hereby notified that the Contract Time under the Contract will commence to run on \_\_\_\_\_, 2024. By that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the Contract Time and Project Completion is \_\_\_\_\_, 2024.

Contractor must submit the following documents by 5:00 p.m. of the **TENTH (10<sup>TH</sup>)** calendar day following the date of this Notice to Proceed:

1. Contractor's preliminary schedule of construction.
2. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
3. Contractor's preliminary schedule of values for all of the Work.
4. Contractor's preliminary Contractor's Safety Plan specifically adapted for the Project.
5. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a successful Project.

**ALAMEDA UNIFIED SCHOOL DISTRICT**

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 61 14**

**PERFORMANCE BOND (100% of Contract Price)**

(Note: Bidders must use this form, NOT a surety company form.)

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the **Alameda Unified School District**, ("District") and Best Contracting Services, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

RUBY BRIDGES ELEMENTARY, CLASSROOM BUILDING ROOF REPLACEMENTS (Project Name)  
(“Project” or “Contract”)

which Contract dated 04/16/2024, 2024, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and The Hanover Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Eight Hundred Seventy-Nine Thousand Three Hundred Ninety DOLLARS

(\$879,390.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

5 Hutton Centre Dr. Suite 1060  
\_\_\_\_\_  
Santa Ana, CA 92707  
\_\_\_\_\_  
Attention: Steve Allsop  
\_\_\_\_\_  
Telephone No.: ( 714 ) 415 - 3802  
\_\_\_\_\_  
Fax No.: ( 508 ) 635 - 0343  
\_\_\_\_\_  
E-mail Address: sallsop@hanover.com  
\_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 5th day of April, 2024.

**Principal**

Best Contracting Services, Inc.  
\_\_\_\_\_  
(Name of Principal)  
\_\_\_\_\_  
(Signature of Person with Authority)  
Kayhan Fatemi, Executive Vice President  
\_\_\_\_\_  
(Print Name)

**Surety**

The Hanover Insurance Company  
\_\_\_\_\_  
(Name of Surety)  
\_\_\_\_\_  
(Signature of Person with Authority)  
Patrick T. Moughan, Attorney-in-Fact  
\_\_\_\_\_  
(Print Name)  
Global Risk, LLC  
\_\_\_\_\_  
(Name of California Agent of Surety)  
200 Pier Avenue Suite 132, Hermosa Beach, CA 90254  
\_\_\_\_\_  
(Address of California Agent of Surety)  
714-415-3802  
\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 4/8/24 before me, Sama Khalil Khalil, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kayhan Fatemi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, and/or Jing Guo Mason

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

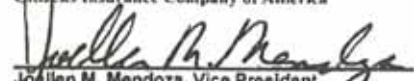
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28<sup>th</sup> day of June, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

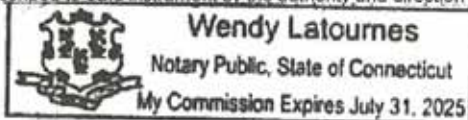
  
James H. Kawiecki, Vice President

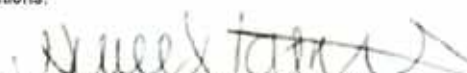
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
Joselyn M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 28<sup>th</sup> day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Wendy Latournes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5<sup>th</sup> day of April 2024.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
John Rowedder, Vice President



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 4/5/24 before me, Zipporah D. Kiger, Notary Public,  
(Here insert name and title of the officer)

personally appeared Patrick T. Moughan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) (is) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**DOCUMENT 00 61 15**

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

**(Note: Bidders must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the **Alameda Unified School District**, (or "District") and \_\_\_\_\_  
Best Contracting Services, Inc. \_\_\_\_\_, ("Principal") have entered into a contract for the  
furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

**RUBY BRIDGES ELEMENTARY, CLASSROOM BUILDING ROOF REPLACEMENTS** (Project Name)  
("Project" or "Contract")

which Contract dated April 16, 2024, and all of the Contract Documents attached to or  
forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of  
the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to  
100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of  
California, including section 9100, and the Labor Code of California, including section 1741.

**NOW, THEREFORE**, the Principal and The Hanover Insurance Company, ("Surety") are held and  
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

**Eight Hundred Seventy-Nine Thousand Three Hundred Ninety DOLLARS**

**(\$879,390.00)**, lawful money of the United States, being a sum not less than the total amount payable by the  
terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons,  
companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to  
give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Principal**

Best Contracting Services, Inc.

(Name of Principal)

(Signature of Person with Authority)

Kayhan Patemi, Executive Vice President

(Print Name)

**Surety**

The Hanover Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Patrick T. Moughan, Attorney-in-Fact

(Print Name)

Global Risk, LLC

(Name of California Agent of Surety)

200 Pier Avenue Suite 132, Hermosa Beach, CA 90254

(Address of California Agent of Surety)

408-218-3524

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 4/8/24 before me, Sama Khalil Khalil, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kayhan Fatemi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, and/or Jing Guo Mason

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)


IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28<sup>th</sup> day of June, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
James H. Kawiecki, Vice President

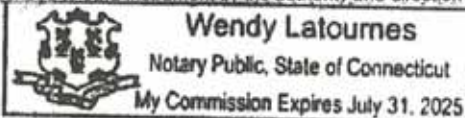
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

) ss.

On this 28<sup>th</sup> day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




  
Wendy Latourmes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5<sup>th</sup> day of April 2024.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
John Rowedder, Vice President



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 4/5/24 before me, Zipporah D. Kiger, Notary Public,  
(Here insert name and title of the officer)

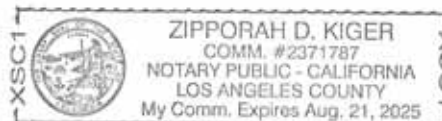
personally appeared Patrick T. Moughan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) (s) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**DOCUMENT 00 63 00**

**DISTRICT CONTRACT FORMS**

CONTRACT NO.: #2376 between **Alameda Unified School District** (the "District" or the "Owner") and **Best Contracting Services, Inc.** (the "Contractor").

**1. RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General Conditions and Division-1 Specification sections, apply to work of this section.

**2. SUMMARY**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals."

**3. SCHEDULE OF VALUES:**

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - (1) Contractor's construction schedule.
  - (2) Application for Payment form.
  - (3) List of subcontractors.
  - (4) List of products.
  - (5) List of principal suppliers and fabricators.
  - (6) Schedule of submittals.
- C. Submit the Schedule of Values to the Construction Manager at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- D. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
- E. Identification: Include the following Project identification on the Schedule of Values:
  - (1) Project name and location.
  - (2) Name of the Construction Manager.
  - (3) Project Number.
  - (4) Contractor's name and address.
  - (5) Date of submittal.

- F. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
- (1) Generic name.
  - (2) Related Specification Section.
  - (3) Name of subcontractor.
  - (4) Name of manufacturer or fabricator.
  - (5) Name of supplier.
  - (6) Change Orders (numbers) that have affected value.
  - (7) The dollar Value of item shall be the contract or purchase amount. Separate contracts and suppliers shall not be combined on a single line item.
  - (8) Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- G. Provide an itemized breakdown of the Contract Sum in sufficient detail as directed by the District/Construction Manager upon Notice to Proceed to facilitate continued evaluation of Applications for Payment and progress reports. Break principal components and subcontract amounts down into several line items pursuant to the proposed schedule and CSI technical sections of the Table of Contents of the Project Manual. Major subcontractors shall follow the same procedures in breaking down their subcontractors and suppliers. Each trade contractor shall also provide detailed breakdowns that adequately distinguish material and equipment from labor, by building or phase or as otherwise directed to facilitate proper evaluation, monitoring and process.
- H. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.
- I. The District is not responsible for paying Contractor for material stored on site uninstalled. The District will not pay for materials stored off site. The District may consider paying for materials stored offsite if they are inspected, invoice cost has been approved, and proof of being stored in a bonded warehouse.
- J. Unit Cost Allowances: Show line-item value of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.
- K. Margins of Cost: Each line item shall be the direct contractor/subcontractor amount. The Contractor's profit and overhead shall be listed on the schedule of values and shall be billed monthly, based on the percentage of work completed.
- L. The Contractor's General Conditions shall be billed equally each month, billed on the duration of the project. If the Contractor is behind schedule, the amount per month shall be reduced.
- M. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.
- N. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum



**4. APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and paid for by the Owner.
- B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.
- D. Payment Application Forms: Use Application and Certificate for Payment (Attachment 1a) and Continuation Sheets (Attachment 1b).
- E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
- F. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
- G. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- H. Submit one (1) copy each of initial rough draft of pay application to Owner, Construction Manager and Inspector of Record for review. Provide quantities, invoices, shipping tags, subcontractor back-up, etc., as requested, in order to facilitate the review. Construction Manager shall return pay application to Contractor following review.
- I. Transmittal: Submit five (5) executed copies of each Application for Payment and rough draft with corrections to the Project Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
- J. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Construction Manager.
- K. Waivers of Mechanics Lien: Waivers will be required throughout the project, in the following sequence:
- L. First Construction Request: The General Contractor will submit with the first request a "Conditional Waiver and Release Upon Progress Payment," signed by the General Contractor and another signed by each subcontractor/supplier, and a "Summary of Lien Releases" which totals the current request. The subcontractor/supplier waiver shall be equal to the amount requested on the payment application.
- M. Subsequent Construction Request: After the first request has been paid, each subsequent request shall be accompanied by a "Summary of Lien Releases," and a "Conditional Waiver and Release Upon Progress Payment" for the new request. Also submit an "Unconditional Waiver and Release Upon Progress Payment" for the work previously performed and paid in prior requests.

- N. Waiver Forms: Submit waivers of lien on forms acceptable to Owner, and executed in a manner acceptable to the Owner. Owner will supply such forms to the Contractor upon request.
- O. If the District and Contractor cannot agree on a revised amount, within ten (10) Business Days after its initial rejection in part of such application, the District shall pay directly to the Contractor the appropriate amount for those items not rejected by the District for which application for payment is made, less amounts on account of such application previously paid by the District, if any. Those items rejected by the District shall be due and payable when the reason for the rejection have been removed or resolved through dispute resolution as provided herein.
- P. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
- (1) List of subcontractors and entire executed subcontract.
  - (2) List of principal suppliers, fabricators and copy of purchase order/contract.
  - (3) Schedule of Values.
  - (4) Contractor's Construction Schedule (preliminary if not final).
  - (5) Schedule of principal products.
  - (6) Schedule of unit prices.
  - (7) Submittal Schedule (preliminary if not final).
  - (8) List of Contractor's staff assignments.
  - (9) List of Contractor's principal consultants.
  - (10) Copies of building permits.
  - (11) Copies of authorizations and licenses from governing authorities for performance of work.
  - (12) Initial progress report.
  - (13) Certification of insurance and insurance policies.
  - (14) Performance and payment bonds (if required).
  - (15) Data needed to acquire Owner's insurance.
  - (16) Initial settlement survey and damage report, if required.
  - (17) Update on Project As-Builts
- Q. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- R. Administrative actions and submittals that shall proceed or coincide with this application include:
- (1) Occupancy permits and similar approvals.
  - (2) Warranties (guarantees) and maintenance agreements.
  - (3) Test/adjust/balance records (where applicable).
  - (4) Maintenance instructions (where applicable).
  - (5) Meter readings.
  - (6) Start-up performance reports.
  - (7) Changeover information related to Owner's occupancy, use, operation and maintenance.
  - (8) Final cleaning.
  - (9) Application for reduction of retainage, and consent of surety.
  - (10) Advice on shifting insurance coverages.

- (11) List of incomplete Work, recognized as exceptions to Construction Manager's Certificate of Substantial Completion.
- (12) Summary of Lien Releases.
- (13) Certified List of All Contractors.

S. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment may include, but not limited to the following:

- (1) Completion of Project closeout requirements.
- (2) Completion of items specified for completion after Substantial Completion.
- (3) Assurance that unsettled claims will be settled.
- (4) Assurance that Work not complete and accepted will be completed without undue delay.
- (5) Transmittal of required Project construction records to Owner.
- (6) Certified property survey.
- (7) Proof that taxes, fees and similar obligations have been paid.
- (8) Removal of temporary facilities and services.
- (9) Removal of surplus materials, rubbish, and similar elements.
- (10) Contractors' Affidavit of Payment of Debts and Claims. (Attachment 2)
- (11) Contractors Affidavit of Release of Liens. (Attachment 3)
- (12) Consent of Surety Company to Final Payment. (Attachment 4)
- (13) Unconditional Waiver and Release of Final Payment.

## 5. **SAMPLE FORMS**

Included in this section are sample forms. They include the following:

<u>Form Number</u>	<u>Title</u>
Section 01027-1a	Application and Certificate for Payment
Section 01027-2	Contractor's Affidavit of Payment of Debt and Claims
Section 01027-3	Contractor's Affidavit of Release of Liens
Section 01027-4	Consent of Surety Company to Final Payment
Section 01027-5	Conditional Waiver and Release Upon Progress Payment
Section 01027-6	Unconditional Waiver and Release Upon Progress Payment
Section 01027-7	Conditional Waiver and Release Upon Final Payment
Section 01027-8	Unconditional Waiver and Release Upon Final Payment

END OF DOCUMENT

**DOCUMENT 00 65 25**

**FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

THIS FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Final Settlement") is made and entered into this day of \_\_\_\_\_, 2024 by and between:

**Alameda Unified School District** ("District") and **Best Contracting Services, Inc.** ("Contractor"), whose place of business is \_\_\_\_\_.

District and Contractor entered into CONTRACT NO.: **2376**

**Classroom Building Roof Replacements** ("Contract" or "Project") in the County of Alameda, California.

The Work under the Contract has been completed.

**NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:**

**AGREEMENT**

- 1. Total Payable.** District shall pay Contractor as detailed below:

*(Original Contract Sum                      \$ \_\_\_\_\_ For information only)*

Modified Contract Sum	\$ _____
– Payment to Date	\$ _____ (subtract)
– Liquidated Damages	\$ _____ (subtract)
– [Other _____]	\$ _____ (subtract)
<hr/>	
<b>= Payment Due Contractor</b>	<b>\$ _____ ("Total Payable")</b>

Subject to the provisions hereof, District shall forthwith pay to Contractor the Total Payable amount, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

- 2. No Claims or Disputes.** Contractor acknowledges and hereby agrees that there are no unresolved or outstanding Claims or Disputes (as defined in the Contract Documents) against District arising from the performance of work under the Contract, except for the claims described in the "Disputed Claims" section herein and the obligations described in the "Continuing Obligations" section herein. It is the intention of the parties in executing this Final Settlement that this Final Settlement shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the claims described in the "Disputed Claims" section herein and the obligations described in the "Continuing Obligations" section herein.

3. **Disputed Claims.** The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Final Settlement:

Claim No.	Description of Claim	Amount of Claim	Date Claim Submitted

4. **Release.** Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in the "Total Payable" section herein, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
5. **Continuing Obligations.** Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
6. **Contract Indemnity.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
7. **Waiver.** Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

8. **Survivability.** The provisions of this Final Settlement are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Final Settlement shall also remain in full force and effect, and shall be enforceable.

END OF DOCUMENT

**9. Reservation of Rights.** All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

**\* \* \* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \* \* \***

Accepted and agreed on the date indicated below:

Dated: _____, 2024	Dated: _____, 2024
<b>ALAMEDA UNIFIED SCHOOL DISTRICT</b>	_____ <b>CONTRACTOR</b>
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

END OF DOCUMENT

**DOCUMENT 00 65 36**

**WARRANTY AND GUARANTEE FORM**

1. \_\_\_\_\_ ("Contractor")  
hereby agrees that the \_\_\_\_\_ ("Work" of Contractor)  
which Contractor has installed for the \_\_\_\_\_ School District ("District")  
for the following project: \_\_\_\_\_ ("Project" or "Contract")  
was performed in accordance with the requirements of the Contract Documents and that the Work as  
installed fulfills the requirements of the Contract Documents.
2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or  
material and any other adjacent Work that may be displaced in connection with such replacement within a  
period of \_\_\_\_\_ **YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear  
and tear and unusual abuse or neglect excepted. The date of completion is \_\_\_\_\_, 2024.
3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of  
time, as determined by District, but not later than **SEVEN (7)** calendar days after being notified in writing by  
District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of  
Contractor. Contractor shall pay the costs and charges therefor upon demand.
4. **Representatives to be contacted for service subject to the terms of Contract:**  
  
NAME: \_\_\_\_\_  
  
ADDRESS: \_\_\_\_\_  
  
PHONE NO.: \_\_\_\_\_  
  
EMAIL: \_\_\_\_\_

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

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

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

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

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

END OF DOCUMENT

**DOCUMENT 00 70 00**

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GENERAL CONDITIONS

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:** Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.

**1.1.2. Allowance(s):** Amount(s) stated in the Agreement for specific scopes of work for which Contractor may bill its time, materials, and other items in the identical structure as a Change Order.

**1.1.3. Approval, Approved, and/or Accepted:** Refer to written authorization, unless stated otherwise.

**1.1.4. Architect:** The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

**1.1.5. As-Built Drawings:** A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, 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.

**1.1.6. Bidder:** A contractor who intends to provide a bid to the District to perform the Work of the Contract.

**1.1.7. Change Order:** A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

**1.1.8. Completion:** When the entire Work shall have been completed to the satisfaction of District, including all punch list items. Final DSA approval of the Project is not required for Completion.

**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. **A Construction Change Directive is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve).**

**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, then all references in the Contract Documents to Construction Manager shall be read to refer to District.

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

**1.1.12. Contract, Contract Documents:** The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.12.1.** Invitation to Bid
- 1.1.12.2.** Instructions to Bidders
- 1.1.12.3.** Bid Form
- 1.1.12.4.** Bid Bond (Security)
- 1.1.12.5.** Designated Subcontractors List
- 1.1.12.6.** Site-Visit Certification
- 1.1.12.7.** Noncollusion Affidavit
- 1.1.12.8.** Iran Contracting Act Certification
- 1.1.12.9.** Worker's Compensation Certification
- 1.1.12.10.** Prevailing Wage and Related Labor Requirements Certification
- 1.1.12.11.** Disabled Veteran's Business Enterprise Participation Certification
- 1.1.12.12.** Drug-Free Workplace Certification
- 1.1.12.13.** Tobacco-Free Environment Certification
- 1.1.12.14.** Hazardous Materials Certification
- 1.1.12.15.** Lead-Based Materials Certification
- 1.1.12.16.** Imported Materials Certification
- 1.1.12.17.** Criminal Background Investigation/Fingerprinting Certification
- 1.1.12.18.** Roofing Contract Financial Interest Certification
- 1.1.12.19.** Notice of Award
- 1.1.12.20.** Agreement
- 1.1.12.21.** Escrow of Bid Documentation (if applicable)
- 1.1.12.22.** Escrow Agreement for Security Deposits in Lieu of Retention
- 1.1.12.23.** Storm Water Pollution Prevention Plan (if applicable)
- 1.1.12.24.** Hazardous Materials Procedures and Requirements

- 1.1.12.25. Notice to Proceed
- 1.1.12.26. Performance Bond
- 1.1.12.27. Payment Bond (Contractor's Labor and Material Bond)
- 1.1.12.28. District Contract Forms (if applicable)
- 1.1.12.29. District Closeout Forms (if applicable)
- 1.1.12.30. Final Settlement Agreement and Release of Claims
- 1.1.12.31. Warranty and Guarantee Form
- 1.1.12.32. General Conditions
- 1.1.12.33. Special Conditions
- 1.1.12.34. Project Plans, Specifications, Technical Specifications, and Drawings
- 1.1.12.35. Addenda to any of the above documents
- 1.1.12.36. Schedules if approved in writing by the District
- 1.1.12.37. Change Orders or written modifications to the above documents if approved in writing by the District

**1.1.13. Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

**1.1.14. Contract Time:** The time period stated in the Agreement for the Completion of the Work.

**1.1.15. Contractor:** The person or persons identified in the Agreement as contracting to perform the Work, or the legal representative of such person(s).

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

**1.1.17. Day(s):** Unless otherwise designated, day(s) means calendar day(s).

**1.1.18. District:** The public agency or the school district for which the Work is performed.

**1.1.19. 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.

**1.1.20. DSA:** Division of the State Architect.

**1.1.21. Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.

**1.1.22. Premises:** The real property owned by the District on which the Project Site is located.

**1.1.23. 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.

**1.1.24. Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

**1.1.25. Project:** The planned undertaking as provided for in the Contract Documents.

**1.1.26. Project Inspector:** (or "Inspector") Individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

**1.1.27. 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 then all references to Project Manager shall refer to District.

**1.1.28. 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.

**1.1.29. Request for Information:** (or "RFI") A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.

**1.1.30. Request for Substitution:** A request by Contractor 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.

**1.1.31. Safety Orders:** Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

**1.1.32. Safety Plan:** Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

**1.1.33. 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.

**1.1.34. Shop Drawings:** All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

**1.1.35. Site:** The Project site as shown on the Drawings.

**1.1.36. Specifications:** That portion of the Contract Documents, Division 1 through Division 17, 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.

**1.1.37. Subcontractor:** A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.



**1.1.38. Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.

**1.1.39. Surety:** The person, firm, or corporation that executes as surety the Contractor'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.

**1.1.40. SWPPP:** The District's Storm Water Pollution Prevention Plan.

**1.1.41. 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**

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, shall affect or modify any of the terms or obligations contained in the Contract Documents.

## **1.4. No Assignment**

Contractor shall not assign the Contract or any part thereof including, without limitation, any services or money to become due 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 be come due under the Contract shall be subject to a prior lien for services rendered or material supplied for Work performed 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. Contractor 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 required by the Contract shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective if given in one of the following manners:

**1.5.1.1.** By personal delivery; considered delivered on the day of delivery.

**1.5.1.2.** By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.

**1.5.1.3.** By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.

**1.5.1.4.** By registered or certified mail with postage prepaid, return receipt requested; 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 term of the Contract or to exercise any District option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a 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, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

**1.7. Substitutions for Specified Items**

See Special Conditions.

**1.8. Materials and Work**

**1.8.1.** Except as otherwise stated in the Contract, Contractor 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 Contract within the Contract Time.

**1.8.2.** Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

**1.8.3.** Materials shall be furnished in sufficient quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

**1.8.4.** For all materials and equipment specified or indicated in the Drawings, the Contractor 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.** Contractor shall, after award of Contract 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. Contractor shall, upon demand from District, present documentary evidence showing that orders have been placed.

**1.8.6.** District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

**1.8.7.** Contractor 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. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work shall have any right to lien any portion of the Premises or any

improvement or appurtenance thereon, except that Contractor 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, Contractor 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 Contractor for their protection or any rights under law permitting such protection or any rights under law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices). 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 and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract 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. Contractor 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.

**1.8.10.** Contractor certifies that it shall comply with the recycled product requirements of Public Contract Code section 22150, et seq., including, without limitation, section 22154 which states, "All businesses shall certify in writing to the contracting officer, or his or her representative, the minimum, if not exact, percentage of postconsumer material in the products, materials, goods, or supplies being offered or sold to any local public entity."

## **2. DISTRICT**

**2.1.1.** The governing board of the District or its designees will act for the District in all matters pertaining to the Contract.

**2.1.2.** The District may, at any time,

**2.1.2.1.** Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

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

**2.1.3. District's Rights if Contractor Fails to Perform.** If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, take over the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor and the Surety shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

## **3. ARCHITECT**

**3.1.** 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 to, among other things, observe the

progress and quality of the Work on behalf of the 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.

- 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. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

#### **4. CONSTRUCTION MANAGER**

- 4.1. If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor 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 Contractor's responsibility.
- 4.2. 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. 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 Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager shall have free access to 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 all parts of Work at any time. Contractor 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. Inspection of Work shall not relieve Contractor from the obligation to fulfill the Contract. Project Inspector(s) and the DSA are authorized to stop work whenever the Contractor 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. Contractor shall instruct its Subcontractors and employees accordingly.

**5.1.3.** If Contractor 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, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

## **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 Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

**5.2.3.** The Contractor 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, in order that the District may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that must be tested.

**5.2.4.** Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed required testing and inspection or prior to the receipt of notice from the representative that testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

**5.2.5.** The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Contract Price.

## **5.3. Costs for After Hours and/or Off Site Inspections**

**5.3.1.** If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

## **6. CONTRACTOR**

Contractor shall construct the Work for the Contract price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and Completion of the Work, except as indicated herein.

### **6.1. Status of Contractor**

**6.1.1.** Contractor 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 Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of the Contract.

**6.1.2.** As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, located at 9821 Business Park Drive, , Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, California, and with a website at <http://www.cslb.ca.gov>.

## **6.2. Contractor's Supervision**

**6.2.1.** During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

**6.2.2.** The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

**6.2.3.** Before commencing the Work, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify District in writing. District retains the right to reasonably refuse Contractor's replacement personnel. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

**6.2.4.** Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor 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 Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

**6.2.5.** The Contractor's project manager shall devote sufficient time to the Project on site, and in the Contractor's home office to pre-plan activities to meet the Project schedule and fulfill all Contract obligations. This includes making timely submittals, issuing and disseminating necessary RFI's, promptly processing and distributing bulletins, change orders and payments, keeping required logs current etc. If any of these activities fall behind contract requirements or dates necessary to complete the Project on time, the Contractor must provide a full time project manager on the Project Site dedicated solely to the Project, until the deficiencies are corrected.

**6.2.6.** The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing Work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be immediately reported to the District. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to the Work and shall make any corrections

necessary to make Work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

**6.2.7.** Omissions from the Drawings or Specifications, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

**6.2.8.** The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **6.3. Duty to Provide Fit Workers**

**6.3.1.** Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

**6.3.2.** Any person in the employ of Contractor 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.

**6.3.3.** The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

**6.3.4.** If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall determine if Contractor's intended change is permissible while performing the Contract.

**6.3.5. Compliance with Immigration Reform and Control Act of 1986.** As required by law, Contractor and all Subcontractors shall employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

### **6.4. Personnel**

**6.4.1.** All persons working for Contractor and Subcontractor(s) shall refrain from using profane or vulgar language, or any other language that is inappropriate on the job site.

**6.4.2.** The Contractor shall employ a full-time superintendent and necessary assistants who shall have complete authority to represent and act on behalf on the Contractor on all matters pertaining to the Work. The superintendent shall be competent and have a minimum of five (5) years experience in construction supervision on projects of similar scale and complexity. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable to the District. The superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

**6.4.3.** The Contractor shall employ a competent estimator and necessary assistants, or contact for sufficient services of an estimating consultant and to process proposed change orders. The estimator shall have a minimum of five (5) years experience in estimating. The estimator shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The estimator shall not be changed without the written consent of the District unless the estimator ceases to

be employed by the Contractor. The Contractor shall submit PCO's requested by the District within fourteen (14) calendar days.

**6.4.4.** The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler shall have a minimum of five (5) years experience in scheduling. The scheduler shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The scheduler shall not be changed without the written consent of the District unless the scheduler ceases to be employed by the Contractor.

**6.4.5.** Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

**6.4.6.** If Contractor or any Subcontractor on the Project site fails to comply with any provision herein, the District may have the offending person(s) immediately removed from the Site, and the person(s) shall be replaced within three (3) days, at no additional expense to the District. Contractor, on behalf of it and its Subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance and duties under this Contract.

## **6.5. Purchase of Materials and Equipment**

**6.5.1.** Error! Bookmark not defined. The Contractor is required to order and obtain 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.

**6.5.2. Off-Site Storage of Materials and Equipment.** Contractor shall not store materials and/or equipment off site without first obtaining the District's express, written consent. If Contractor receives District's consent to store materials and/or equipment off site ("Stored Materials"), Contractor shall comply with all of the following:

**6.5.2.1. Property of Others Insurance.** Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the District that shall protect Contractor and District from all claims for Stored Materials that are lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid as a joint-check to the Contractor and District. If approved in advance by District, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."

**6.5.2.2. Payment for Stored Materials.** District shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the District and provided that Contractor submits an itemized list of all Stored Materials with Contractor's Application for Payment. Contractor's itemized list of all Stored Materials shall be supported by all of the following:

**6.5.2.2.1.** Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and

**6.5.2.2.2.** Verified invoices for the Stored Materials; and

**6.5.2.2.3.** Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the



District. These documents shall include certificates and endorsements stating the coverage and that the District is a loss payee or obligee, as appropriate.

#### **6.6. Documents on Work**

**6.6.1.** Contractor 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 (electronic versions are acceptable), 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. Contractor 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.) Contractor 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. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

#### **6.6.2. Daily Job Reports.**

**6.6.2.1.** Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 6.6.2.1.1.** A brief description of all Work performed on that day.
- 6.6.2.1.2.** A summary of all other pertinent events and/or occurrences on that day.
- 6.6.2.1.3.** The weather conditions on that day.
- 6.6.2.1.4.** A list of all Subcontractor(s) working on that day,
- 6.6.2.1.5.** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.6.2.1.6.** A complete list of all equipment on Site that day, whether in use or not.
- 6.6.2.1.7.** A complete list of all materials, supplies, and equipment delivered on that day.
- 6.6.2.1.8.** A complete list of all inspections and tests performed on that day.

**6.6.2.2.** Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the District's Construction Manager.

#### **6.7. Preservation of Records**

District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or

Contract 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 Bid Documents held in escrow by the District. Contractor 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 Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

#### **6.8. Integration of Work**

**6.8.1.** Contractor 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.

**6.8.2.** All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

**6.8.3.** Contractor 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 written consent of District.

#### **6.9. Obtaining of Permits and Licenses**

**6.9.1.** Contractor shall secure and pay for all permits, licenses, and certificates as indicated in the Special Conditions.

#### **6.10. Work to Comply with Applicable Laws and Regulations**

**6.10.1.** Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations relating to the Work, including the specific laws, ordinances, rules, and regulations as indicated and specified in the Contract Documents and identified below, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

**6.10.1.1.** National Electrical Safety Code, U. S. Department of Commerce

**6.10.1.2.** National Board of Fire Underwriters' Regulations

**6.10.1.3.** Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments

**6.10.1.4.** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

**6.10.1.5.** Industrial Accident Commission's Safety Orders, State of California

**6.10.1.6.** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

- 6.10.1.7.** Americans with Disabilities Act
- 6.10.1.8.** Education Code of the State of California
- 6.10.1.9.** Government Code of the State of California
- 6.10.1.10.** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- 6.10.1.11.** Public Contract Code of the State of California
- 6.10.1.12.** California Art Preservation Act
- 6.10.1.13.** U. S. Copyright Act
- 6.10.1.14.** U. S. Visual Artists Rights Act

**6.10.2.** Contractor shall comply will 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 sections 21000 et. seq.)

**6.10.3.** If Contractor 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, Contractor shall bear all costs arising therefrom.

**6.10.4.** Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

#### **6.11. Safety/Protection of Persons and Property**

**6.11.1.** Contractor 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.

**6.11.2.** The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

**6.11.3.** Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

**6.11.4.** Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

**6.11.5.** Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

**6.11.6.** Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the Contract 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 Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

**6.11.7.** Contractor 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. Contractor 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.

**6.11.8. Hazards Control.** Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

**6.11.9.** Contractor 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 Contractor.

**6.11.10.** Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

**6.11.11. Storm Water.** Contractor shall comply with the District's Storm Water Pollution Prevention Plan (SWPPP) and, if indicated in the Special Conditions, shall be the District's Qualified SWPPP Practitioner, at no additional cost to the District.

**6.11.12.** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

**6.11.13.** All salvage materials will become the property of the Contractor 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.

**6.11.14.** 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.

**6.11.15.** Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

**6.11.16.** Contractor shall protect and preserve the Work from all damage or accident, providing temporary roofs, window and door coverings, boxing, or other construction as required by the Architect. Contractor 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 Contractor shall replace same at its expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

**6.11.17.** Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

**6.11.18.** Contractor 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. Contractor 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.

**6.11.19.** Contractor, Contractor'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 Contractor to permanently remove noncomplying persons from Project Site.

**6.11.20.** Contractor 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, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

**6.11.21.** In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor 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 entering the adjacent property. The Contractor 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.

#### **6.12. Working Evenings and Weekends**

Contractor may be required to work evenings and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's written approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any Inspector charges necessitated by the Contractor's evening and/or weekend work.

#### **6.13. Cleaning Up**

**6.13.1.** The Contractor shall provide all services, labor, materials, and equipment necessary for protecting 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, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor 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.

**6.13.2.** Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor 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. Contractor shall comply with all related provisions of the Specifications.

**6.13.3.** If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

**6.13.4.** Should the Contractor 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 Contract Price, or District may withhold those amounts from payment(s) to Contractor.

## **7. SUBCONTRACTORS**

**7.1.** Contractor shall provide the District with information for all Subcontracts as required in the Contractor's Submittals and Schedules Section.

**7.2.** No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of the Contract.

**7.3.** Contractor agrees to bind every Subcontractor by terms of the Contract as far as those terms are applicable to Subcontractor's work. If Contractor shall subcontract any part of the Contract, Contractor 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, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor 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 shall not in any way relieve Contractor of any obligations under the Contract and no such consent shall be deemed to waive any provisions of the Contract.

**7.5.** Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor 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 all including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

**7.6.** No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq, of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

**7.6.1.** Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

**7.6.2.** Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

**7.6.3.** Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

**7.7.** The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

**7.8.** Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

**7.9.** Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

## **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. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

**8.2.** In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

**8.3.** If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, Contractor shall inspect and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work.

**8.4.** To ensure proper execution of its subsequent work, Contractor 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.** Contractor 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 completion of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

**8.6.** Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. The District shall have complete access to the Project site for any reasonable purpose at all times. Contractor 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 Contractor's Contract, Contractor 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 is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor 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 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 sufficient notice to Contractor 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 Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.
- 9.6. In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. 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. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.
- 9.7. 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 within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

**9.8. Ownership of Drawings**

9.8.1. All copies of the 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 Contractor 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 Contractor 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 Contractor, 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.

**10. CONTRACTOR'S SUBMITTALS AND SCHEDULES**

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.



## **10.1. Schedules, Safety Plan and Complete Subcontractor List**

**10.1.1.** Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Notice to Proceed or in the Special Conditions), Contractor 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:

**10.1.1.1. Schedule of Work.** Contractor shall provide 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, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion.

**10.1.1.1.1. Proposed Advanced Schedule.** The District is not required to accept an early completion ("advanced") schedule; i.e., one that shows early completion dates for the Contract completion or milestones. Contractor shall not be entitled to extra compensation if the District allows the Contractor to proceed performing the Contract on an earlier ("advanced") schedule and Contractor completes the Project, for whatever reason, beyond the date shown in that earlier ("advanced") schedule, but within the Time for Completion indicated in the Contract. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

**10.1.1.1.2. 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 Contractor, but its use shall be determined solely by the District.

**10.1.1.2. Schedule of Submittals.** The Contractor shall provide 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 shall be forwarded to the District 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.

**10.1.1.3. Schedule of Values.** The Contractor shall provide a preliminary schedule of values for all component parts of the Work for which progress payments may be requested. The schedule of values must include quantities and prices of items totaling the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. The preliminary schedule of values should include, at a minimum, the following information and the following structure:

**10.1.1.3.1.** Divided into at least the following categories:

- 10.1.1.3.1.1.** Overhead and profit;
- 10.1.1.3.1.2.** Supervision;
- 10.1.1.3.1.3.** General conditions;
- 10.1.1.3.1.4.** Layout;
- 10.1.1.3.1.5.** Mobilization;
- 10.1.1.3.1.6.** Submittals;
- 10.1.1.3.1.7.** Bonds and insurance;
- 10.1.1.3.1.8.** Closeout documentation;
- 10.1.1.3.1.9.** Demolition;

- 10.1.1.3.1.10. Installation;
- 10.1.1.3.1.11. Rough-in;
- 10.1.1.3.1.12. Finishes;
- 10.1.1.3.1.13. Testing;
- 10.1.1.3.1.14. Punchlist and acceptance.

10.1.1.3.2. Divided by each of the following areas:

- 10.1.1.3.2.1. Site work;
- 10.1.1.3.2.2. By each building;
- 10.1.1.3.2.3. By each floor.

10.1.1.3.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.3.3.1. Mobilization and layout combined to equal not more than 1%;
- 10.1.1.3.3.2. Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.3.3.3. Bonds and insurance combined to equal not more than 2%.

10.1.1.3.4. **Closeout Documentation.** Closeout Documentation shall have a value in the preliminary schedule of not less than 5%. The value for Closeout Documentation shall be in addition to and shall not be a part of the Contract retention.

10.1.1.3.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the District in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.3.6. Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor'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 Contractor, 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), Contractor 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.

10.1.1.3.7. 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 Contractor without the prior written consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.4. **Safety Plan.** The Contractor shall provide a preliminary Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1. All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2. All provisions regarding Project safety, including all applicable provisions in these General Conditions.

**10.1.1.4.3.** Contractor's Safety Plan shall be prepared in both English and in the predominate language(s) of the Contractor's and its Subcontractors' employees.

**10.1.1.5. Complete Subcontractor List.** Contractor shall provide a preliminary Subcontractor List stating the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for the Project.

**10.1.2.** Contractor 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 Contractor 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 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.

**10.1.5.** All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

#### **10.2. Monthly Progress Schedule(s)**

**10.2.1.** Contractor 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. The Monthly Progress Schedule shall be sent to 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.** Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

#### **10.3. Material Safety Data Sheets (MSDS)**

Contractor 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 Contractor is also required to ensure proper labeling on substances brought onto the Project 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.

#### **10.4. Logistic Plan**

Contractor shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the District prior to the Contractor mobilizing on the Site.

### **11. SITE ACCESS, CONDITIONS AND REQUIREMENTS**

### **11.1. Site Investigation**

Before bidding on the Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in the Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

### **11.2. Soils Investigation Report**

**11.2.1.** When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of the Contract. 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 the Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it made visual examination of Site and made whatever tests Contractor deems appropriate to determine underground condition of soil.

**11.2.2.** Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

### **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. Contractor shall provide safe and proper facilities for access so that District's representatives may perform their functions.

### **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 Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer 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.

**11.4.2.** Contractor 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 Contractor's error or negligence in acquainting itself with the conditions at the Site.

**11.4.3.** Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor 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**

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

#### **11.8. Regional Notification Center**

Contractor, 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 Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor 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 with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor 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 reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

**11.9.3.** No provision herein shall be construed to preclude assessment against Contractor 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 can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site.

**11.9.4.** If Contractor, while performing Work, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately, but in no case longer than two (2) business days, notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

#### **11.10. Notification**

Contractor 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 Contractor to promptly notify the District in writing, pursuant to the applicable provisions of these General Conditions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

#### **11.11. Hazardous Materials**

Contractor 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 Contractor 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 Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, 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 Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA 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, Unusual Conditions and/or Unforeseen 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 (4) feet below the surface, the Contractor shall immediately, but in no case longer than two (2) business days, and before the following conditions are disturbed, notify the District, in writing, of any:

**12.5.1.1.** Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal 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 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.

**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 Contractor'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 Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by the Contract or by law that pertain to the resolution of disputes and protests, which include the requirement that Contractor complies with the notice and PCO provisions of the Contract Documents. Contractor's failure to submit a proposed change order pursuant to the terms of the Contract Documents shall be deemed a waiver of Contractor's right to an adjustment of the Contract Price of Contract Time.

### **13. INSURANCE AND BONDS**

#### **13.1. Insurance**

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein.

##### **13.1.1. Commercial General Liability and Automobile Liability Insurance**

**13.1.1.1.** Contractor shall procure and maintain, during the life of the Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction 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 Contract. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form. Contractor 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 Contractor shall procure and maintain these coverages separately.

**13.1.1.2.** Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

##### **13.1.2. Umbrella Liability Insurance**

**13.1.2.1.** Contractor may procure and maintain, during the life of the Contract, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

**13.1.2.2.** There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

**13.1.3. Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits equal to the amounts required of the Contractor.

**13.1.4. Workers' Compensation and Employers' Liability Insurance**

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

**13.1.4.2.** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in Work under the Contract, 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. Contractor 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 Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor 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.

**13.1.5. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.**

Contractor 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 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, 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.

**13.1.6. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates**

**13.1.6.1.** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under the Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor 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.

**13.1.6.2.** Endorsements, certificates, and insurance policies shall include the following:



**13.1.6.2.1.** A clause stating:

**13.1.6.2.1.1.** "This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

**13.1.6.2.1.2.** In lieu of receiving an endorsement with this clause, the District may, at its sole discretion, accept written notification from Contractor and its insurer to the District of any amendments, modifications, cancellations or reduction in coverage, not less than thirty (30) days prior to such coverage changes occur.

**13.1.6.2.2.** 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.

**13.1.6.3.** All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, 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.

**13.1.6.4.** Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

**13.1.6.5.** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**13.1.6.6.** All policies shall be written on an occurrence form.

**13.1.6.7.** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with **admitted** insurance companies with an A.M. Best rating of no less than **A: VII**.

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

**13.1.6.9.** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

**13.1.7. Insurance Policy Limits**

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<b>Commercial General Liability</b>	Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
	Product Liability and Completed Operations	\$1,000,000 per occurrence; \$2,000,000 aggregate

<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>		Statutory limits pursuant to State law
<b>Employers’ Liability</b>		\$2,000,000
<b>Builder’s Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.

### **13.2. Contract Security – Bonds**

**13.2.1.** Contractor 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 Contract Price as security for faithful performance of this Contract.

**13.2.1.2. Payment Bond:** A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with the Contract.

**13.2.2.** Cost of bonds shall be included in the Bid and Contract Price.

**13.2.3.** All bonds related to the Project shall be in the forms set forth in the 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.** Contractor 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 required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work against all defects for a period of **ONE (1)** year after the later of the following dates:

**14.1.2.1.** The date of completion as defined in Public Contract Code section 7107, subdivision (c),

**14.1.2.2.** The commissioning date for the Project, if any.

**14.1.3.** At the District’s sole option, Contractor 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 without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within **TEN (10)** days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

**14.1.4.** If, in the opinion of District, 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 Contractor 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 all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in the Contract Documents.

**14.1.5.** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

**14.1.6.** Nothing herein shall limit any other rights or remedies available to District.

## **14.2. Indemnity**

**14.2.1.** To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor 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 stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

**14.2.2.** Contractor 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 Contractor's agreement to indemnify, defend, and hold harmless the 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 Contractor'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 Contractor, 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, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

**14.2.3.** In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor'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 Contractor or

any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**14.2.4.** The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

## **15. TIME**

### **15.1. Notice to Proceed**

**15.1.1.** District may issue a Notice to Proceed as indicated in the Instructions to Bidders.

### **15.2. Hours of Work**

#### **15.2.1. Sufficient Forces**

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the performance of the Work in accordance with the Construction Schedule.

#### **15.2.2. 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. Progress and Completion**

#### **15.3.1. Time of the Essence**

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

#### **15.3.2. No Commencement Without Insurance**

**15.3.2.1.** Contractor 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. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District's claim for damages.

### **15.4. Schedule**

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

### **15.5. Expeditious Completion**

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

## **16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

### **16.1. Contractor's Notice of Delay**

**16.1.1.** In addition to the requirements indicated in this subsection, Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause.

**16.1.2.** Contractor shall, within **FIVE (5)** calendar days of any delay impacting the critical path in completing the Work, notify District in writing of the causes of the delay including documentation and facts explaining the delay.

**16.1.3.** Any request by Contractor for an adjustment of the Contract Price or the Contract Time for a delay 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. 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.

**16.1.4.** Any claim for delay must include the following information as support, without limitation:

**16.1.4.1.** 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.

**16.1.4.2.** 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. (A portion of any delay of seven (7) days or more must be provided.)

**16.1.4.3.** A recovery schedule must be submitted.

**16.1.5.** District shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in the District's judgment, the findings of fact justify an extension.

**16.1.6.** 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.

**16.1.7.** An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

**16.1.8.** Following submission of a notice of delay, the District may determine whether the delay is to be considered:

**16.1.8.1.** Excusable and Compensable, Excusable, or Unexcused;

**16.1.8.2.** How long the delay continues; and

**16.1.8.3.** To what extent the prosecution and Completion of the Work might be delayed thereby.

**16.1.9.** Contractor's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of its right to assert a claim for a delay.

### **16.2. Excusable and Compensable Delay(s)**

**16.2.1.** Contractor is **not** entitled to additional compensation for any delay, even a delay caused by Adverse Weather or an Excusable Delay, unless **all** of the following conditions are met:

**16.2.1.1.** The District is responsible for the delay;

**16.2.1.2.** The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;

**16.2.1.3.** The delay was not within the contemplation of District and Contractor; and

**16.2.1.4.** Contractor complies with the claims procedure of the Contract Documents.

**16.2.1.5.** The delay could **not** have been avoided or mitigated by the Contractor's care, prudence, foresight, and diligence.

**16.2.1.6.** The delay extends the most current Contract Completion date, and is not concurrent with a Contractor caused delay or other type of Excusable Delay.

**16.3. Excusable Delay(s)**

**16.3.1.** An "Excusable Delay" shall mean an interruption of the Work beyond the reasonable control of the Contractor and that:

**16.3.1.1.** Could have not been avoided by the Contractor exercising care, prudence, foresight, and diligence, and

**16.3.1.2.** Actually extended the most current Project Completion date.

**16.3.2.** The Contractor may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the Contractor shall not be entitled to additional compensation for an Excusable Delay.

**16.3.3.** Excusable Delays are limited to interruptions that satisfy the above requirements and that are acts of God; acts of a public enemy; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; fuel shortages; freight embargoes; and Adverse Weather that satisfies the requirements herein.

**16.3.4.** Contractor 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 Contractor-prepared drawings or approve a proposed installation. Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Contractor is not entitled to make a claim for damages or delays or an Excusable Delay arising from the review of Contractor's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies.

**16.3.5. Computation of Time / Adverse Weather**

**16.3.5.1.** The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor within five (5) calendar days of the Adverse Weather event, and only if **all** of the following conditions are met – thereby making the resulting delay an Excusable Delay.

**16.3.5.1.1.** The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

**16.3.5.1.2.** Contractor 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;

**16.3.5.1.3.** The Contractor's crew is dismissed as a result of the Adverse Weather; and

**16.3.5.1.4.** The number of days of delay for the month exceed those indicated in the Special Conditions.

**16.3.5.2.** A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

**16.3.5.3.** The Contractor 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.

**16.3.5.4.** 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.

#### **16.4. Unexcused Delay(s) – Liquidated Damages**

**16.4.1.** Contractor 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 Contractor shall forfeit to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in Completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

**16.4.2.** Contractor shall not forfeit liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

### **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, a written Construction Change Directive, or a written Force Account Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work, any changes to the Contract Time, 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 an executed Change Order, a written Construction Change Directive, or a written Force Account Directive.

**17.1.2.** The Surety, in executing and providing the Performance Bond and the Payment Bond, shall be deemed to have expressly agreed to any change to the Contract and to any extension of time made by reason thereof.

**17.1.3.** No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in

writing in the Change Order, Construction Change Directive, or Force Account 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.

**17.1.4.** Contractor shall perform immediately all work that has been authorized by a fully executed Change Order, Construction Change Directive, or Force Account Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

**17.1.5.** Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District, Construction Change Directive, or Force Account Directive, Contractor waives any claim of additional compensation or time for that additional work.

**17.1.6.** Contractor 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.

**17.1.7.** No payments will be made, nor will District accept proposed change orders until the Contractor has complied with all the requirements of the Escrow of Bid Documentation document.

## **17.2. Architect Authority**

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract 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).

## **17.3. Change Orders**

**17.3.1.** 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 governing board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

**17.3.1.1.** A description of a change in the Work;

**17.3.1.2.** The amount of the adjustment in the Contract Price, if any; and

**17.3.1.3.** The extent of the adjustment in the Contract Time, if any.

**17.3.2.** If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

**17.3.3.** If the District approves of a Change, the District or the Architect shall provide a written Change Order to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of that Change. All Change Orders shall be full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any demand or request for an adjustment to the Contract Time or the Contract Price relating to any Change incorporated into a Change Order not presented by the



Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing. After the Change Order has been prepared and forwarded to the Contractor for execution, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof.

#### **17.4. Construction Change Directives / Unilateral Change Orders**

**17.4.1.** A Construction Change Directive (or Unilateral Change Order) 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. 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 sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein. **A Construction Change Directive is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve).**

**17.4.2.** The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

#### **17.5. Force Account Directives**

**17.5.1.** 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 Contractor 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.

**17.5.2.** 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 District.

**17.5.3.** 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, District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

**17.5.4.** Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

**17.5.5.** Contractor shall notify District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor 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. Contractor will not be compensated for force account work in the event that Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

**17.5.6.** Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. 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. District 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 Contractor for its records. District will not sign, nor will Contractor receive compensation for work District cannot verify. Contractor 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.

**17.5.7.** In the event Contractor and District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

#### **17.6. Price Request**

**17.6.1.** Definition of Price Request. A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

**17.6.2.** Scope of Price Request. A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

#### **17.7. Proposed Change Order**

**17.7.1.** Definition of Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

**17.7.2.** Changes in Contract Price. A PCO shall include breakdowns pursuant to the provisions herein to validate any change in Contract Price.

**17.7.3.** 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 Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

**17.7.4.** Unknown and/or Unforeseen Conditions. If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor 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 and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

**17.7.5.** Time to Submit PCO. Contractor shall submit its PCO within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

#### **17.8. Format for Proposed Change**

**17.8.1.** The following "Format For Proposed Change For Subcontractor Performed Work" and "Format For Proposed Change For Contractor Performed Work" shall be used as applicable by the District and the

Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation

**FORMAT FOR PROPOSED CHANGE FOR SUBCONTRACTOR PERFORMED WORK**

	<b><u>CONTRACTOR PERFORMED WORK</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
<b>(A)</b>	<b><u>Labor Charge</u></b> 1. <b>Hours.</b> Attach total itemized hours. 2. <b>Rate.</b> This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.		
<b>(B)</b>	<b><u>Labor Burden &amp; Worker's Compensation Charge</u></b> 1. This shall be no more than twenty percent (20%) of item (A), the Labor Charge. 2. This shall be the total cumulative charge permitted for all labor performed by Contractor.		
<b>(C)</b>	<b><u>Subtotal (A+B)</u></b>		
<b>(D)</b>	<b><u>Material Charge</u></b> Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
<b>(E)</b>	<b><u>Equipment Charge</u></b> Attach invoice(s) from supplier(s).		
<b>(F)</b>	<b><u>Subtotal (C+D+E)</u></b>		
	<b><u>Subcontractor's Overhead and Profit Charge</u></b> 1. This shall be no more than five percent (5%) of item (F). 2. This shall be the total cumulative mark-up permitted for the Subcontractor and Subcontractor's Subcontractor(s) (i.e., all "lower tier" Subcontractor(s)).		
<b>(H)</b>	<b><u>Subtotal (F+G)</u></b>		
<b>(I)</b>	<b><u>Contractor's Overhead, Profit, Bond and Insurance</u></b> 1. This shall be no more than six percent (6%) of Item (F). 2. This shall be the total mark-up permitted for Contractor.		
<b>(J)</b>	<b><u>Subtotal (H+I)</u></b>		
<b>(K)</b>	<b><u>Time</u></b>		<b>Days</b>
<b>(L)</b>	<b><u>Contractor's Home Office Overhead</u></b> This shall be no more than \$200 times the number of days of Item (I) (i.e., not to exceed \$200/day)		
<b>(M)</b>	<b><u>GRAND TOTAL (J+L)</u></b>		

**FORMAT FOR PROPOSED CHANGE FOR CONTRACTOR PERFORMED WORK**

	<u>CONTRACTOR PERFORMED WORK</u>	<u>ADD</u>	<u>DEDUCT</u>
<b>(A)</b>	<b><u>Labor Charge</u></b> 3. <b>Hours.</b> Attach total itemized hours. 4. <b>Rate.</b> This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.		
<b>(B)</b>	<b><u>Labor Burden &amp; Worker's Compensation Charge</u></b> 3. This shall be no more than twenty percent (20%) of item (A), the Labor Charge. 4. This shall be the total cumulative charge permitted for all labor performed by Contractor.		
<b>(C)</b>	<b><u>Subtotal (A+B)</u></b>		
<b>(D)</b>	<b><u>Material Charge</u></b> Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
<b>(E)</b>	<b><u>Equipment Charge</u></b> Attach invoice(s) from supplier(s).		
<b>(F)</b>	<b><u>Subtotal (C+D+E)</u></b>		
<b>(G)</b>	<b><u>Contractor's Overhead, Profit, Bond and Insurance</u></b> 3. This shall be no more than six percent (6%) of Item (F). 4. This shall be the total mark-up permitted for Contractor.		
<b>(H)</b>	<b><u>Subtotal (F+G)</u></b>		
<b>(I)</b>	<b><u>Time</u></b>		<b>Days</b>
<b>(J)</b>	<b><u>Contractor's Home Office Overhead</u></b> This shall be no more than \$200 times the number of days of Item (I) (i.e., not to exceed \$200/day)		
<b>(K)</b>	<b><u>GRAND TOTAL (H+J)</u></b>		

**17.8.2.** All proposed cost requests by Contractor for a change shall include a complete itemized breakdown with the following detail:

**17.8.2.1. Labor.** Labor breakdown by trade classification, wage rates, and estimated hours. Labor costs shall only include fringe benefits indicated by governing trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

**17.8.2.1.1.** The Contractor's or Subcontractors' labor burden and Workers' Compensation premium shall only be charged as indicated herein. In no event shall Contractor include any other charges than as indicated herein without the prior written approval of the District.

**17.8.2.2. Material.** Material quantities, and types of products, and transportation costs, if applicable.

**17.8.2.3. Equipment.** Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.

**17.8.2.3.1.** The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

**17.8.2.3.2.** The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

**17.8.2.3.3.** Individual pieces of equipment having a replacement value of one thousand dollars (\$1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

**17.8.2.3.4.** Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

**17.8.2.3.5.** Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.

**17.8.2.3.6. Overhead and Profit.** Markup for overhead and profit, which shall be used to compensate Contractor for all costs for all administration, general conditions, and supervision, including, without limitation:

- 17.8.2.3.6.1.** All field, field office and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.
- 17.8.2.3.6.2.** All field, field office and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.
- 17.8.2.3.6.3.** Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.
- 17.8.2.3.6.4.** All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.
- 17.8.2.3.6.5.** All costs for Contractor's bonds and insurance.
- 17.8.2.3.6.6.** Taxes: Federal excise tax shall not be included. District will issue an exemption on request.
- 17.8.2.3.7.** Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request.

**17.9. Change Order Certification**

**17.9.1.** All Change Orders and PCOs shall include the following certification by the Contractor. The Parties acknowledged that if a Change Order is approved that does not include this language, that Change Order shall be deemed to include this certification language:

***The Contractor approves the foregoing as to the changes, if any, and the price specified for each item and 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 all additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract 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 includes all of the Contractor's costs, expenses, field overhead, home office overhead, profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.***

#### **17.10. Determination of Change Order Cost**

**17.10.1.** The amount of the increase or decrease in the Contract 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:

- 17.10.1.1.** District acceptance of a PCO;
- 17.10.1.2.** By unit prices contained in Contractor's original bid;
- 17.10.1.3.** By agreement between District and Contractor.

#### **17.11. Deductive Change Orders**

If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total overhead and profit to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) overhead and profit to be deducted with the amount of its deducted work, for a total minimum of ten percent (10%) total overhead and profit to be deducted. Any deviation from this provision shall not be allowed.

#### **17.12. Discounts, Rebates and Refunds**

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 Contractor, and the Contractor 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 Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

#### **17.13. Accounting Records**

With respect to portions of the Work performed by Change Orders and Construction Change Directives, Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records Contractor is required to maintain pursuant to the Contract Documents.

#### **17.14. Notice Required**

If Contractor is seeking an adjustment in the Contract Price, or any extension in the Contract Time for Completion, it shall notify District pursuant to the provisions of the Contract Documents. No adjustment in the Contract Price or Contract Time shall be considered unless made in accordance with the Contract Documents. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such contract adjustment shall only be authorized by a Change Order.

#### **17.15. Applicability to Subcontractors**

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

#### **17.16. Alteration to Change Order Language**



Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

**17.17. Failure of Contractor to Execute Change Order**

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

**18. REQUEST FOR INFORMATION**

**18.1.** Any Request for Information ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

**18.2.** Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any RFI, including without limitation, fees of the Architect and any other design consultant to the Architect or the District, that District reasonably determines:

**18.2.1.** Does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or

**18.2.2.** Does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract; or

**18.2.3.** Requests an interpretation or decision of a matter where the information sought is equally available to the Contractor; or

**18.2.4.** Is not justified for any other reason.

**18.3.** Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.

**18.4.** Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity. An RFI may be considered untimely if not submitted within **Forty Eight (48) hours** of receipt from a Contractor's subcontractor. Untimely submission of any RFI will preclude Contractor from asserting any claims for delay or for labor impact against the District.

**19. PAYMENTS**

**19.1. Contract Price**

**19.1.1.** The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work pursuant to the Contract Documents.

**19.2. Applications for Progress Payments**

**19.2.1. Procedure for Applications for Progress Payments**

**19.2.1.1. Application for Progress Payment**

**19.2.1.1.1.** Not before the fifth (5<sup>th</sup>) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for Work completed in accordance with the Schedule of Values. The Application for Payment shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

**19.2.1.1.1.1.** The amount paid to the date of the Application for Payment to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

**19.2.1.1.1.2.** The amount being requested by the Application for Payment by the Contractor 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;

**19.2.1.1.1.3.** The balance that will be due to each of the entities after payment is made;

**19.2.1.1.1.4.** A certification that the As-Built Drawings and annotated Specifications are current;

**19.2.1.1.1.5.** An Itemized breakdown of Work performed;

**19.2.1.1.1.6.** An updated and acceptable construction schedule in conformance with the provisions herein;

**19.2.1.1.1.7.** The additions to and subtractions from the Contract Price and Contract Time;

**19.2.1.1.1.8.** A total of the retentions held;

**19.2.1.1.1.9.** The material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

**19.2.1.1.1.10.** The percentage of completion of the Contractor's Work by line item;

**19.2.1.1.1.11.** The Schedule of Values updated from the preceding Application for Payment;

**19.2.1.1.1.12.** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from each subcontractor of any tier and supplier to be paid from the current progress payment;

**19.2.1.1.1.13.** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and

**19.2.1.1.1.14.** A certification by the Contractor of the following:

**19.2.1.1.1.15.    *The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor 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 Contractor, 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.*** If requested by the District, a third party, or as required by the California Department of Industrial Relations all requested or required certified payroll record ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment.

**19.2.1.1.2.** Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

**19.2.2.   Prerequisites for Progress Payments**

**19.2.2.1.    First Payment Request:** The following items, if applicable, must be completed before District will accept and/or process Contractor'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.** Contractor's Construction Schedule;
- 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.** Copies of necessary permits;
- 19.2.2.1.10.** Copies of authorizations and licenses from governing authorities;
- 19.2.2.1.11.** Initial progress report;
- 19.2.2.1.12.** Surveyor qualifications;
- 19.2.2.1.13.** Written acceptance of District's survey of rough grading, if applicable;
- 19.2.2.1.14.** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 19.2.2.1.15.** All bonds and insurance endorsements; and

**19.2.2.1.16.** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

**19.2.2.2.** Second Payment Request: District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

**19.2.2.3.** No Waiver of Criteria: Any payment made to Contractor 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 Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a material breach of the Contract by Contractor and may subject Contractor to termination.

### **19.3. Progress Payments**

#### **19.3.1. District's Approval of Application for Payment**

**19.3.1.1.** Upon receipt of an Application for Payment, District shall act in accordance with the following:

**19.3.1.1.1.** 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.

**19.3.1.1.2.** Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor 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 being subject to any applicable statute regarding prompt payment or interest accrual, shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

**19.3.1.1.3.** An approved Application for Payment shall be considered payable if funds are available for payment after the deduction of amounts allowed by law and/or pursuant to the section herein entitled "Decisions to Withhold Payment,"

**19.3.1.2.** The District's review of the Contractor'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:

**19.3.1.2.1.** Observation of the Work for general conformance with the Contract Documents,

**19.3.1.2.2.** Results of subsequent tests and inspections,

**19.3.1.2.3.** Minor deviations from the Contract Documents correctable prior to Completion, and

**19.3.1.2.4.** Specific qualifications expressed by the Architect.

**19.3.1.3.** District's approval of each Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid Application for Payment.

#### **19.3.2. Payments to Contractor**

**19.3.2.1.** Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) 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 Contractor's best estimate. No inaccuracy or error in Contractor's estimate shall operate to release the Contractor, 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 this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

**19.3.2.2.** District shall withhold five percent (5%) retention from all Progress Payments.

**19.3.2.3.** District may withhold ten percent (10%) retention from all Progress Payments pursuant to Public Contract Code section 7201, if the Project is determined to be "substantially complex."

**19.3.2.4.** The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

#### **19.3.3. 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.

#### **19.3.4. Warranty of Title**

**19.3.4.1.** If a lien or a claim based on a stop notice or 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 Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice or stop payment notice to be released or discharged immediately therefrom.

**19.3.4.2.** If the Contractor 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 notice or stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor pursuant to the Contract.

#### **19.4. Decisions to Withhold Payment**

##### **19.4.1. Reasons to Withhold Payment**

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. District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- 19.4.1.1.** Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor;
- 19.4.1.2.** Stop notices, stop payment notices or other liens served upon the District as a result of the Contract;
- 19.4.1.3.** Liquidated damages assessed against the Contractor;
- 19.4.1.4.** The cost to complete the Work if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the Completion Date;
- 19.4.1.5.** Damage to the District or other contractor(s);
- 19.4.1.6.** Unsatisfactory performance of the Work by Contractor;
- 19.4.1.7.** Failure to store and properly secure materials;
- 19.4.1.8.** Failure of the Contractor 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;
- 19.4.1.9.** Failure of the Contractor to maintain As-Built Drawings;
- 19.4.1.10.** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- 19.4.1.11.** Unauthorized deviations from the Contract Documents;
- 19.4.1.12.** Failure of the Contractor to perform the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;
- 19.4.1.13.** If requested by the District, or the failure to provide to the DIR, certified payroll records acceptable to the District and the DIR for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment;
- 19.4.1.14.** Failure to properly pay prevailing wages as defined in Labor Code sections 1720 et seq. and/or failure to comply with any other Labor Code requirements;
- 19.4.1.15.** Failure to properly maintain or clean up the Site;
- 19.4.1.16.** Failure to timely indemnify, defend or hold harmless the District;
- 19.4.1.17.** Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;
- 19.4.1.18.** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;
- 19.4.1.19.** Failure to pay any royalty, license or similar fees;

**19.4.1.20.** Failure of the Contractor to submit on a timely basis all Closeout Documentation in a manner and form that is proper, sufficient, and reasonably acceptable to the District, and to not cause a delay in the Completion or approval of the Project; or

**19.4.1.21.** Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines imposed therefore against Contractor or District.

**19.4.1.22.** Payment is delayed due to an audit inquiry by the State, the County Office of Education, the County, or any entity with jurisdiction related to the Project.

**19.4.1.23.** Contractor is otherwise in breach, default or in substantial violation of any provision of the Contract;

**19.4.2. Reallocation of Withheld Amounts**

**19.4.2.1.** 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 Contractor. If any payment is so made by District, then that amount shall be considered a payment made pursuant to the Contract and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

**19.4.2.2.** If Contractor defaults or neglects to perform 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 Contractor and, without prejudice to any other remedy, make good such deficiencies. District shall adjust the total Contract 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 Contract provisions, an equitable reduction in the Contract 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 Contractor cures the grounds for declining approval, payment shall be made for amounts so withheld. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor 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, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Contractor 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.** 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 Contractor and Subcontractors and 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, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

## **20. COMPLETION OF THE WORK**

### **20.1. Completion**

**20.1.1.** The Project may only be accepted by action of the governing board of the District.

**20.1.2.** District shall accept the Project and may have a Notice of Completion recorded when Project Completion has been achieved in accordance with the Contract Documents and to the satisfaction of District. For purposes of the payment of Retention, Completion is defined in Public Contract Code section 7107. For purposes of the timely filing of Stop Payment Notices, Completion is defined in California Civil Code section 9200, et seq.

**20.1.3.** Although there is no “substantial completion” for this Project, the District, at its sole option, may accept the Project and record a Notice of Completion when Project Completion has been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty-five (35) days after the date of the District’s acceptance of the Project, 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 determined by District, until the item(s) are completed.

**20.1.4.** At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District’s right to perform the Work of the Contractor.

### **20.2. Closeout Procedures**

#### **20.2.1. Punch List**

Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected (“Punch List”). Contractor 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 Contractor to complete all Work in accordance with the Contract Documents.

#### **20.2.2. Closeout 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-Built Drawings**

**20.2.2.2.1.** In addition to its requirement to provide monthly As-Built Drawings to the District, the Contractor shall provide a final set of As-Built Drawings, sometimes referred to as “Record Drawings,” showing all of the Work as actually constructed upon Completion of the Project as indicated in the Specifications.



**20.2.2.2.2.** Contractor 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, Contractor shall obtain the Inspector's approval of the final set of As-Built Drawings.

**20.2.2.3.** Operations & Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

**20.2.2.4.** Closeout Documentation: Contractor shall provide all Closeout Documentation, which shall include the following, without limitation:

**20.2.2.4.1.** A full set of final As-Built Drawings, as further defined herein.

**20.2.2.4.2.** All Operations & Maintenance Manuals and information, as further defined herein.

**20.2.2.4.3.** All Warranties, as further defined herein.

**20.2.2.4.4.** Verified report(s) for all scope(s) of work (DSA 6-C, Rev 03/22/13, or more recent revision if available).

### **20.3. Final Inspection**

**20.3.1.** Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a 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 Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor'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 Contractor 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 Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor 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 Contractor, 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, Contractor 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 Contractor'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, of 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 Contractor 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. 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 Contractor or the Contractor'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 Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. 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 Contractor, 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**

**21.1.1.** Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment or similar document indicating Architect's agreement that the Project has reached Completion. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work has not reached Completion to the satisfaction of the District.

**21.1.2.** Upon acceptance of the Work of the Contractor as having reached Completion to the satisfaction of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District may record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay all the amount(s) due to its Subcontractors.

### **21.2. Prerequisites for Final Payment**

The following conditions must be fulfilled prior to Final Payment:

**21.2.1.** A full and final waiver or release of all stop notices and stop payment notices in connection with the Work shall be submitted by Contractor, including a release of stop notice or stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all stop notice or stop payment notice rights.

**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 current progress payment;

**21.2.3.** 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 previous progress payment; and

**21.2.4.** Contractor 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.

**21.2.5.** Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

**21.2.6.** Contractor must have completed all requirements set forth under "Closeout Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

**21.2.7.** Architect shall have issued its written approval that final payment can be made.

**21.2.8.** Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

**21.2.9.** Contractor 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 of the District by the Architect's Certificate of Payment;
- 21.3.1.2.** After the satisfaction of the conditions set forth herein;
- 21.3.1.3.** Within sixty (60) days after Completion;
- 21.3.1.4.** No earlier than thirty-five (35) days of the recording of the Notice of Completion by District, if a Notice of Completion is recorded by the District.

**21.3.2.** No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor 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 Contractor 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 replaced at the Contractor's expense without change in the Contract Price or Contract Time.

### **23. NONCONFORMING WORK AND CORRECTION OF WORK**

#### **23.1. Nonconforming Work**

**23.1.1.** Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor 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 Contractor does not 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, District may remove it and may store any material at Contractor's expense. If Contractor 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 Contractor.

#### **23.2. Correction of Work**

**23.2.1. Correction of Rejected Work.** Pursuant to the notice provisions herein, the Contractor 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 Contractor 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 Contractor 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 and termination of the Contract. 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 Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, 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 Contractor.

**23.3.2.** If it is found at any time, before or after Completion of the Work, that Contractor 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 Contractor at no additional cost to the District;

**23.3.2.2.** That the District deduct from any amount due Contractor 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 Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

## **24. TERMINATION AND SUSPENSION**

### **24.1. District's Right to Terminate Contractor for Cause**

**24.1.1. Grounds for Termination.** The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

**24.1.1.1.** Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

**24.1.1.2.** Contractor fails to complete said Work within the time specified or any extension thereof, or

**24.1.1.3.** Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

**24.1.1.4.** Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

**24.1.1.5.** Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

**24.1.1.6.** Contractor persistently or repeatedly refuses 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

**24.1.1.7.** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

**24.1.1.8.** Contractor persistently disregards laws, or ordinances, or instructions of District; or

**24.1.1.9.** Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**24.1.1.10.** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

**24.1.2. Notification of Termination**

**24.1.2.1.** Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) 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 Contract and/or the Contractor's right to perform the Work shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**24.1.2.2.** Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

**24.1.2.2.1.** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

**24.1.2.2.2.** Commences performance of the Contract within three (3) days from date of serving of its notice to District.

**24.1.2.3.** 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 Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in the Contract. 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 such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

**24.1.3. Effect of Termination**

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

**24.1.3.2.** 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 Contractor 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.

**24.1.3.3.** In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

**24.1.3.4.** If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

**24.1.3.5.** District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor 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 Contract. 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 Contractor 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 it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

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

## **24.2. Emergency Termination of Public Contracts Act of 1949**

**24.2.1.** The Contract 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.

**24.2.1.1.** 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.

**24.2.1.2.** 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.

**24.2.2.** Compensation to the Contractor 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 shall control. District, in its sole discretion, may adopt the Contract Price as the reasonable value of the Work performed or any portion thereof.

**24.3. Termination of Contractor for Convenience**

**24.3.1.** District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, Contractor shall have no claims against the District except:

**24.3.1.1.** The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

**24.3.1.2.** 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 Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

**24.4. Suspension of Work**

**24.4.1.** District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the Contract Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the parties cannot agree on an adjusted Contract Price, the District may terminate the Contract as permitted herein.

**24.4.2.** In the event that the District exercises this option, the District shall pay for any and all Work and materials completed or delivered onto the Site for which value is received, and the value of any and all Work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of six percent (6%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District.

**24.5. Scope Reduction**

In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.



## **25. DISPUTES AND CLAIMS**

### **25.1. Performance during Dispute and Claim Resolution Process.**

The Contractor shall diligently proceed with Work on the Project at the same time that Disputes and Claims are addressed under this Article. It is the intent of District to resolve Disputes with the Contractor as close to the events giving rise to the Disputes as possible, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed in accordance with the District's instructions or the Contract terms will be considered a material breach of this Agreement and a waiver of Contractor's rights under this Agreement.

### **25.2. Waiver.**

If Contractor fails to timely submit any written notices required under the terms of the Contract or in this Disputes and Claims section, Contractor waives and releases its rights regarding further review of its Dispute or Claim, unless Contractor and District mutually agree in writing to other time limits.

### **25.3. Intention.**

The Dispute and Claims Resolution Process required herein are intended to provide a concise mechanism for resolving Disputes and Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Disputes and Claims that are not contemporaneously resolved.

### **25.4. Exclusive Remedy.**

Compliance with the notice provisions of the Contract as well as the claim submission procedures described in this Disputes and Claims section is an express condition precedent to Contractor's right to commence litigation, file a claim under the California Government Code, or commence any other legal action. The Contractor cannot bring assert or bring any Claim in any Government Code claim or subsequent legal action until that Claim has gone through the Dispute and Claims Resolution Process herein. The District hereby exercises the power conferred upon it by Government Code Sections 930.2 and 930.4 to augment claims presentation procedures and create its own Dispute and Claims Resolution Process as an exclusive remedy as indicated in this Disputes and Claims section.

### **25.5. Other Provisions.**

If portions of the Contract, other than this Disputes and Claims section establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Disputes and Claims section shall control the resolution of all Disputes and Claims.

### **25.6. Subcontractors.**

Contractor is responsible for providing this Disputes and Claims section to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of the Dispute and Claims resolution process in this Disputes and Claims section. No Claim submitted by any party that fails to follow the provisions of this Disputes and Claims section will be considered. Contractor shall indemnify, keep and hold harmless the District and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Disputes and Claims section to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor.

## **25.7. Dispute and Claim Resolution Process**

**25.7.1. Dispute:** A Dispute is a written demand by Contractor or by Subcontractor(s) or others who make a demand or request by and through Contractor during performance of the Work for an adjustment of the Contract Time, Contract Price, interpretation of the Contract Documents, or other relief with respect to the Contract Documents for which Contractor has previously provided written notice to the District pursuant to the terms of the Contract which remain unresolved. A PCO may be a Dispute, but the Parties agree that a PCO shall only be a Dispute if:

**25.7.1.1.** The District states in writing that it disagrees with the terms of a PCO and directs the Contractor to utilize the Dispute Resolution Process, or

**25.7.1.2.** The District rejects in whole or in part a PCO and the Contractor states in writing that it is utilizing the Dispute Resolution Process for the portion of the PCO that the District rejected.

**25.7.2. Claim:** A Claim is a Dispute that remains unresolved after conclusion of the Dispute Resolution Process identified below. Individual unresolved Disputes may be aggregated into one or more Claim(s).

### **25.7.3. Dispute Resolution Process (Not for Claims)**

#### **25.7.3.1. Identifying, Presenting and Documenting a Dispute**

**25.7.3.1.1.** Every Dispute shall be stated with specificity in writing and signed by Contractor under penalty of perjury and presented to the District within ten (10) calendar days from the date Contractor discovers or reasonably should discover, that an act, error or omission of District, its agents or employees, or action, condition or other situation has occurred that may entitle Contractor to an adjustment of the Contract Price and/or Contract Time. Contractor shall provide this writing even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Dispute. The writing shall:

**25.7.3.1.1.1.** Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Dispute;

**25.7.3.1.1.2.** Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

**25.7.3.1.1.3.** Identify in detail line-item costs if the Dispute seeks money.

**25.7.3.1.1.4.** If the Dispute involves extra work, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Dispute is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of District, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

**25.7.3.1.1.5.** If the Dispute involves an error or omission in the Contract Documents:

**25.7.3.1.1.5.1.** An affirmative representation under penalty of perjury by Contractor and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

**25.7.3.1.1.5.2.** A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Contractor, its Subcontractors and suppliers, prior to submitting a proposal for the Work.

**25.7.3.1.1.6.** Contractor shall not be entitled to compensation for escalation of materials costs unless Contractor demonstrates to the satisfaction of the District that such cost escalation is the result of unusual, unforeseeable market conditions, not the fault of the Contractor, and were not reasonably foreseeable at the time of the award of the Contract. Contractor shall provide evidence to District of the costs included in the Contract for those materials and that those costs were reasonable at the time and that Contractor timely ordered the materials at issue.

**25.7.3.1.2.** The writing shall be accompanied by all documents substantiating Contractor's position regarding the Dispute. A Dispute that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

**25.7.3.1.3.** Contractor acknowledges that its failure, for any reason, to give written notice (with supporting documentation to permit the District's review and evaluation) within the time frame required by the provisions in this Disputes and Claims section, or its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Price or Contract Time shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Contractor further acknowledged that strict compliance with the requirements of the provisions in this Disputes and Claims section is an express condition precedent to Contractor's right to arbitrate or litigate a claim. Contractor specifically agrees to assert no demands or claims in arbitration or litigation unless there has been strict compliance with the provisions in this Disputes and Claims section.

**25.7.3.1.4. Architect's and/or Construction Manager's ("AE/CM") Initial Decision.** The District's AE/CM shall issue a written decision regarding the Dispute to the Contractor within ten (10) calendar days of receipt of the written Dispute from the Contractor.

**25.7.3.2. Meet and Confer**

**25.7.3.2.1. Where There Is No Agreement:** If there is no agreement between Contractor and the AE/CM on a Contractor's Dispute, then within ten (10) calendar days of the date of the District's written decision in response to Contractor's Dispute or PCO, Contractor shall give written notice of its demand for a meet and confer meeting with District staff. A meet and confer meeting with District staff shall be a condition precedent to Contractor seeking any further relief, including a demand for review as indicated below, in connection with the District's rejection.

**25.7.3.2.2. Where There Is Partial Agreement:** If Contractor and the AE/CM partially agree on a Contractor's Dispute but do not reach complete agreement, then the AE/CM shall issue a written decision or prepare a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, Contractor shall give written notice of its demand for a meet

and confer meeting with District staff. A meet and confer meeting with District staff shall be a condition precedent to Contractor seeking any further relief, including a demand for review as indicated below, in connection with the District's rejection.

**25.7.3.2.3.** District and Contractor shall schedule the meet and confer meeting as soon as reasonably possible after Contractor's written notice of its demand for a meet and confer meeting.

**25.7.3.3. Contractor's Demand for Review of Dispute**

**25.7.3.3.1.** Contractor shall submit a written demand for review to the District with copy to the AE/CM, within ten (10) calendar days of the meet and confer meeting. The written demand for review shall include copies of all documentation the Contractor intends to rely upon in substantiating Contractor's position regarding the Dispute, including any supplementary documentation the Contractor deems appropriate for the District's consideration.

**25.7.3.3.1.1. District's Written Decision.** The District will review the Dispute and issue a written decision to Contractor within thirty (30) calendar days from the date the demand for review and supporting documentation are received by the District. The District has the option to meet with Contractor, or with Contractor and any other party, before issuing a decision.

**25.7.3.3.1.2.** If no decision is issued within thirty (30) days after the demand for review, the District will be deemed to have rejected Contractor's Dispute in its entirety, and Contractor shall proceed with the Claim Resolution Process below.

**25.7.3.3.1.3.** If the District's decision completely resolves the Dispute, the District will prepare and process a Change Order, if applicable, or proceed accordingly.

**25.7.3.3.1.4.** If the District rejects the Contractor's Dispute in whole or in part or does not issue a timely written response, and if Contractor ever intends to seek relief regarding the unresolved issues of the Dispute, then Contractor shall proceed with the Claim Resolution Process below.

**25.7.3.3.1.5.** Contractor's costs incurred in seeking relief for Disputes and Claims are not recoverable from District.

**25.7.4. Claim Resolution Process.**

**25.7.4.1.** If Contractor's Dispute has not been resolved during the Dispute Resolution Process, the Contractor shall submit within thirty (30) days of the District's written decision, a Claim with the required documentation set forth below for District's consideration.

**25.7.4.2.** Contractor shall furnish three (3) certified copies of the required Claim documentation. The Claim documentation shall be complete when furnished. The evaluation of Contractor's Claim will be based on District records and the Claim document furnished by Contractor.

**25.7.4.3.** Contractor's Claim documentation shall conform to generally accepted accounting principles and shall be in the following format:

**25.7.4.3.1.** General Introduction

**25.7.4.3.2.** General Background Discussion

**25.7.4.3.3.** Index of Issues (listed numerically)

**25.7.4.3.4.** For each issue, provide the following information and begin each issue on a new page:

**25.7.4.3.4.1.** Background

**25.7.4.3.4.2.** Chronology

**25.7.4.3.4.3.** Contractor's position including all reason(s) for District's potential liability

**25.7.4.3.4.4.** Supporting documentation of merit or entitlement

**25.7.4.3.4.5.** Supporting documentation of damages

**25.7.4.3.5.** All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-build along with the computer disks of all schedules related to the Claim.

**25.7.4.3.6.** Productivity exhibits (if appropriate)

**25.7.4.3.7.** Summary of Damages for each issue

**25.7.4.4.** Supporting documentation of merit or entitlement for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to the Contract Documents; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's Claim.

**25.7.4.5.** Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the proposal; certified, detailed labor records, including labor distribution reports; material and equipment procurement records; construction equipment ownership costs records or rental records; job cost reports; Subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's Claim.

**25.7.4.6.** Contractor shall include in its Claim documents all issue items and information that Contractor contends are part of its Claim. Issues not included in the Claim documents shall not be considered.

**25.7.4.7.** Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.

**25.7.4.8.** The District may withhold from a progress payment and/or the final payment an amount not to exceed 150 percent of the disputed amount. The District may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.

**25.7.4.9. District's Written Decision.** The District will render a written decision to the Contractor relative to the Claim. The District's written decision shall be final and binding on the party(ies). unless Contractor requests mediation pursuant to this subsection.

**25.7.4.10. Mediation.** Within thirty (30) days after the District renders its written decision, the Contractor may request that the parties submit the Claim to mediation. Absent a request for mediation, the District's written decision is final and binding on the parties.

**25.7.4.11. Litigation.** If, after a mediation as indicated above, the parties have not resolved the Claim, the receiving party's decision made pursuant to mediation will be conclusive and binding regarding the Dispute unless the submitting party commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the conclusion of such mediation or one (1) year following the accrual of the cause of action, whichever is later.

**25.7.5.** The District shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, made to the District by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq.* Any Contractor or Subcontractor who submits a false claim shall be liable to the District for three times the amount of damages that the District sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to the District for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$11,000 for each false claim.

**25.8. Documentation of Resolution.**

If a Claim is resolved, the District shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate.

**25.9. Dispute and Claim Resolution Process – Non-Applicability.**

The procedures and provisions in this Disputes and Claims section shall not apply to:

**25.9.1.** District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

**25.9.2.** District's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Disputes and Claims section and the Contract;

**25.9.3.** Personal injury, wrongful death or property damage claims;

**25.9.4.** Latent defect or breach of warranty or guarantee to repair;

**25.9.5.** Stop notices or stop payment notices; or

**25.9.6.** Any other District rights as set forth herein.

**26. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS**

**26.1. Contractor & Subcontractor Registration**

**26.1.1.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**26.1.2.** Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor’s Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Contractor represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

**26.1.3.** The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

## **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 this Contract are on file at the District’s principal office and copies will be made available to any interested party on request. Contractor 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.** Contractor 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 Contractor or any Subcontractor and such workers.

**26.2.4.** If during the period this bid is required to remain open, 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 is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

**26.2.5.** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as 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 Contractor or by any Subcontractor under it.

**26.2.5.1.** The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

**26.2.5.2.** The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

**26.2.5.3.** The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

**26.2.5.4.** 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 Contractor.

**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 such minimum wage rate shall be retroactive to time of initial employment of such person in such 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 section 3093, and similar purposes.

**26.2.8.** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor 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 days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor 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 Contractor 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.** Contractor 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 Contractor in connection with the Work or any part of the Work contemplated by this Contract. 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, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day



during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week 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.** If requested by the District, Contractor shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate and certified payroll record ("CPR(s)"), 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 Contractor and/or each Subcontractor in connection with the Work.

**26.4.1.1.** In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:

**26.4.1.1.1.** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and

**26.4.1.1.2.** The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

**26.4.2.** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**26.4.2.1.** 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.

**26.4.2.2.** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

**26.4.2.3.** 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 either 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 Contractor, 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 Contractor.

**26.4.3.** The form of certification for the CPRs shall be as follows:

I, \_\_\_\_\_ (Name-Print), the undersigned, am the \_\_\_\_\_ (Position in business) with the authority to act for and on behalf of \_\_\_\_\_ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of \_\_\_\_\_ (Description, number of pages) are the originals or true, full, and

correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Section 16401 of Title 8 of the California Code of Regulations)

**26.4.4.** Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

**26.4.5.** 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, or Division of Labor Standards Enforcement 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 Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**26.4.6.** Contractor 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, provide a notice of change of location and address.

**26.4.7.** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

**26.4.8.** It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

## **26.5. Apprentices**

**26.5.1.** Contractor acknowledges and agrees that, if this Contract involves 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. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**26.5.2.** 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.

**26.5.3.** Every such 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.

**26.5.4.** 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.

**26.5.5.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor 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 Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**26.5.6.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**26.5.7.** If Contractor 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:

**26.5.7.1.** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

**26.5.7.2.** Forfeit as a penalty to District the full amount as 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.

**26.5.8.** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**26.5.9.** Contractor 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, San Francisco, California 94102.

**26.5.10.** Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.

## **26.6. Non-Discrimination**

**26.6.1.** Contractor 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, 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 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 Contractor and Subcontractor.

**26.6.2.** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor 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.

## **26.7. Labor First Aid**

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

## **27. MISCELLANEOUS**

### **27.1. Assignment of Antitrust Actions**

#### **27.1.1. 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, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **27.1.2. Section 4552 of the Government Code states:**

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.

#### **27.1.3. Section 4553 of the Government Code states:**

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.

#### **27.1.4. Section 4554 of the Government Code states:**

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.

#### **27.1.5. Under this Article, "public purchasing body" is District and "bidder" is Contractor.**

### **27.2. 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 Contract Price.

### **27.3. Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

**27.4. Shipments**

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

**27.5. 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 which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

**DOCUMENT 01 11 00**

**SUMMARY OF WORK**

**1. GENERAL**

**1.1. RELATED DOCUMENTS AND PROVISIONS**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions.

**1.2. SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS**

The Work may consist of the following:

- 1.2.1. Selective demolition and construction necessary for the **Classroom Building Roof Replacements** project, including associated work as indicated in the drawings and Specifications.

**1.3. CONTRACTS**

Perform the Work under a single, fixed-price Contract.

**1.4. DEFERRED APPROVAL ITEMS**

- 1.4.1. All items that are subject to subsequent review and approval by Alameda Unified School District shall be indicated below. No deferred approval items shall be installed until the Contractor has complied with all the processes in the Contract Documents, including Division 01 Document "Submittals."

- 1.4.2. Deferred approval items for this Project are the following:

**1.5. SPECIAL PROJECT REQUIREMENTS**

- 1.5.1. Hours of Work: Work is to be performed during regular work hours. Contractor shall coordinate its operations with activities taking place at each campus such as summer school. Contractor shall ensure that there are no disruptions to such activities.

**1.6. CODES, REGULATIONS AND STANDARDS**

- 1.6.1. The codes, regulations, and standards adopted by the State and federal agencies having jurisdiction shall govern minimum requirements for the Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District.

- 1.6.2. Codes, regulations, and standards are as published effective as of date of bid opening, unless otherwise specified or indicated.

**1.7. EXAMINATION OF EXISTING CONDITIONS**

- 1.7.1. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets and roads approaching the Site.
- 1.7.2. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- 1.7.3. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the District.

#### **1.8. CONTRACTOR'S USE OF PREMISES**

- 1.8.1. Contractor shall take all reasonable precautions for the safety of the students and the school employees throughout the duration of the Project.
- 1.8.2. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- 1.8.3. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor, at no expense to District.
- 1.8.4. Contractor shall not interfere with others use of or access to occupied portions of the building(s) or adjacent property.
- 1.8.5. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- 1.8.6. No one other than those directly involved in the demolition and construction or specifically designated by the District or the District shall be permitted in the areas of Work during demolition and construction activities.

#### **1.9. PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- 1.9.1. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- 1.9.2. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will

immediately report to the District for disposition of same as indicated in the General Conditions.

**1.10. UTILITY SHUTDOWNS AND INTERRUPTIONS**

- 1.10.1. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.
- 1.10.2. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

**1.11. STRUCTURAL INTEGRITY**

- 1.11.1. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- 1.11.2. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

**END OF DOCUMENT**



**DOCUMENT 01 20 00**

**PRICE AND PAYMENT PROCEDURES**

**1. GENERAL**

**1.1. RELATED DOCUMENTS AND PROVISIONS**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions;

**1.2. DESCRIPTION**

- 1.2.1. This Document contains procedures to be followed by the Contractor to request payment.
- 1.2.2. **IF THERE IS ANY INCONSISTENCY IN THIS DOCUMENT WITH THE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS THAT THE CONTRACTOR SHALL COMPLY WITH RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES (e.g., "PAYMENTS," "SCHEDULE OF VALUES"), THOSE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS SHALL TAKE PRECEDENCE.**

**1.3. SECTION INCLUDES**

- 1.3.1. Schedule of Values.
- 1.3.2. Application for Payment.

**1.4. SCHEDULE OF VALUES**

- 1.4.1. Provide a breakdown of the Contract Price with enough detail to facilitate continued evaluation of Applications for Payment and Progress Reports.
- 1.4.2. Contractor must update and resubmit the Schedule of Values before the next Invoice or Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Price.
- 1.4.3. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Comply with the provisions in the General Conditions regarding the Schedule of Values.
  - 1.4.3.1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - 1.4.3.1.1. Application for Payment forms.
    - 1.4.3.1.2. Submittal Schedule.
    - 1.4.3.1.3. Contractor's Construction Schedule.

1.4.3.2. Submit the Schedule of Values to District as indicated in the Contract Documents and, if an updated Schedule of Values is needed, then no later than ten (10) days before the date scheduled for submittal of the next Application(s) for Payment.

1.4.3.3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

1.4.4. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1.4.4.1. Identification: Include the following Project identification on the Schedule of Values:

1.4.4.1.1. Project name and location.

1.4.4.1.2. Name of District's Representative.

1.4.4.1.3. District's contract number.

1.4.4.1.4. District's name and address.

1.4.4.1.5. Date of submittal.

1.4.4.2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

1.4.4.2.1. Related Specification document, section or division.

1.4.4.2.2. Description of the Work.

1.4.4.2.3. Name of subcontractor.

1.4.4.2.4. Name of manufacturer or fabricator.

1.4.4.2.5. Name of supplier.

1.4.4.2.6. Change Orders (numbers) that affect value.

1.4.4.2.7. Dollar value.

1.4.4.2.7.1. Percentage of the Contract Price to nearest one-hundredth percent, adjusted to total 100 percent.

1.4.4.3. Provide a breakdown of the Contract Price in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training.

- 1.4.4.4. Round amounts to nearest whole dollar; total shall equal the Contract Price.
- 1.4.4.5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- 1.4.4.6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 1.4.4.7. Allowances (if any): Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 1.4.4.8. Each item in the Schedule of Values and Applications for Payments shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
- 1.4.5. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment if there is a change in the Contract Price.

## **1.5. APPLICATIONS FOR PAYMENT**

- 1.5.1. **Form:** Contractor shall utilize AIA Form G702 - Application and Certificate for Payment and AIA Form G703 - Continuation Sheet, or District-approved form with the same information as these AIA forms.
- 1.5.2. **Content and Format:** District shall use Schedule of Values for listing items in its Application for Payment.
- 1.5.3. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by District.

**END OF DOCUMENT**

**DOCUMENT 01 26 00**

**CONTRACT MODIFICATION PROCEDURES**

**1. GENERAL**

**1.1. RELATED DOCUMENTS AND PROVISIONS**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions.

**1.2. DESCRIPTION**

1.2.1. This Document contains procedures to be followed by the Contractor to request changes in the Contract Time of the Contract Price.

1.2.2. **IF THERE IS ANY INCONSISTENCY IN THIS DOCUMENT WITH THE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS THAT THE CONTRACTOR SHALL COMPLY WITH RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES (e.g., “Change in the Work”), THOSE PROVISIONS IN THE GENERAL CONDITIONS AND THE SPECIAL CONDITIONS SHALL TAKE PRECEDENCE.**

**1.3. SUMMARY**

This Document specifies administrative and procedural requirements for handling and processing Contract modifications.

**1.4. CONSTRUCTION CHANGE DIRECTIVE**

The District may as provided by law, by Construction Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions.

**1.5. PRICE REQUESTS**

1.5.1. Do not consider Price Requests to be instructions either to stop work in progress or to execute the proposed change.

1.5.2. Within time specified in Price Request after receipt of Price Request, submit a quotation estimating cost adjustments to the Contract Price and the Contract Time necessary to execute the change.

1.5.2.1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

1.5.2.2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

1.5.2.3. Include costs of labor and supervision directly attributable to the change.

- 1.5.2.4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

#### **1.6. PROPOSED CHANGE ORDERS**

Contractor may propose changes by submitting a request for a change on District's Proposed Change Order form (PCO) to District.

- 1.6.1. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 1.6.2. Comply with Contract Document requirements if the proposed change requires substitution of one product or system for product or system specified.

**END OF DOCUMENT**

## SECTION 01 64 00

## OWNER FURNISHED PRODUCTS

## PART 1 GENERAL

## 1.01 SUMMARY

- A. DESCRIPTION: The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. RELATED WORK SPECIFIED ELSEWHERE
1. **General.** Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
  2. **District Supplies Material.**  
*Note that this project includes the installation of owner-supplied material; the District has acquired roofing material through the CMAS (California Multiple Award Schedules) program.*

## 1.02 DEFINITIONS

- A. GENERAL: The following are used to identify products as noted on the Drawings.
- B. OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.): Products or equipment furnished by the Owner for installation under this contract.
- C. OWNER FURNISHED OWNER INSTALLED (O.F.O.I.): Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. NOT IN CONTRACT (N.I.C.): Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

## PART 2 PRODUCTS

## 2.01 PRODUCTS

- A. ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.): District supplied material through the CMAS (California Multiple Award Schedules) program. Related specification sections include Section 075360 Modified Bituminous Membrane Roofing

B. MATERIAL LIST:

1.	StressPly Plus FR Mineral	500	Rolls
2.	StressBase 80 Plus	250	Rolls
3.	Pyramic Plus LO	200	Buckets
4.	Weatherking Plus WC	300	Buckets
5.	Weatherking Flashing Adhesive	70	Buckets
6.	Tuff-Stuff MS	3	Cases
7.	Garla-Prime VOC	10	Buckets
8.	Freight to Jobsite	1	Each

**PART 3 EXECUTION****3.01 OWNER'S RESPONSIBILITIES**

- A. SUBMITTALS: Arrange for and deliver necessary shop drawings, product data and samples to Contractor
- B. DELIVERY:
  - 1. **General**: Arrange and pay for product delivery to site, in accordance with construction schedule
  - 2. **Bill of Materials**: Deliver supplier's documentation to Contractor.
  - 3. **Inspection**. Inspect jointly with Contractor.
  - 4. **Claims**. Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. **GUARANTEES**: Arrange for manufacturer's warranties, bonds, service, inspections, as required.

**3.02 CONTRACTOR'S RESPONSIBILITIES**

- A. SUBMITTALS: Arrange for and deliver necessary shop drawings, product data and samples to Contractor
- B. DELIVERY:
  - 1. **General**: Designate delivery date for each product in Progress Schedule
  - 2. **Receiving**: Receive and unload products at site. Handle products at site, including uncrating and storage.
  - 3. **Inspection**: Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
  - 4. **Storage**: Protect products from damage or exposure to elements.
- C. INSTALLATION:
  - 1. **General**: Assemble, install, connect, adjust, and finish products, as stipulated in the respective section of Specifications.
  - 2. **Repair and Replacement**: Items damaged during handling and installation are the responsibility of the contractor.

END OF SECTION

**DOCUMENT 01 66 10**

**DELIVERY, STORAGE AND HANDLING**

**1. GENERAL**

**1.1. RELATED DOCUMENTS AND PROVISIONS**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions, including, without limitation, Site Access, Conditions and Requirements; and

**1.2. PRODUCTS**

- 1.2.1. Products are as defined in the General Conditions.
- 1.2.2. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- 1.2.3. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

**1.3. TRANSPORTATION AND HANDLING**

- 1.3.1. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- 1.3.2. Contractor shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.
- 1.3.3. Contractor shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

**1.4. STORAGE AND PROTECTION**

- 1.4.1. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive Products in weather-tight, climate controlled enclosures.
- 1.4.2. Contractor shall place fabricated Products that are stored outside, on above-ground sloped supports.
- 1.4.3. Contractor shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection.
- 1.4.4. Contractor shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.



- 1.4.5. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- 1.4.6. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- 1.4.7. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**END OF DOCUMENT**

**DOCUMENT 01 77 00**

**CONTRACT CLOSEOUT AND FINAL CLEANING**

**1. GENERAL**

**1.1. RELATED DOCUMENTS**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions including, without limitation, Documents on Work and Completion of Work;
- 1.1.2. Operation and Maintenance Data;
- 1.1.3. Warranties;

**1.2. PRELIMINARY PROCEDURES**

- 1.2.1. Before requesting inspection for determining date of Completion, complete the following. List items below that are incomplete in request.
  - 1.2.1.1. Prepare a list of items to be completed and corrected ("Punch List"), the value of items on the list, and reasons why the Work is not complete.
  - 1.2.1.2. Submit specific warranties, final certifications, and similar documents.
  - 1.2.1.3. Prepare and submit Project Record Documents, operation and maintenance manuals, Completion construction photograph prints and electronic files, damage or settlement surveys, property surveys, and similar final record information.
  - 1.2.1.4. Deliver tools, spare parts, extra materials, and similar items to location designated by District. Label with manufacturer's name and model number where applicable.
  - 1.2.1.5. Complete final cleaning requirements, including touch-up painting.
  - 1.2.1.6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

**1.3. RECORD DOCUMENTS AND SHOP DRAWINGS**

- 1.3.1. Contractor shall legibly mark each item to record actual construction, including:
  - 1.3.1.1. Field changes of dimension and detail.
  - 1.3.1.2. Details not on original Contract Drawings
  - 1.3.1.3. Changes made by modification(s).

1.3.1.4. References to related Shop Drawings and modifications.

1.3.1.5. Contractor will provide one set of Record Drawings to District.

1.3.1.6. Contractor shall submit all required documents to District and/or District prior to or with its final Application for Payment.

#### **1.4. COMPLETION**

1.4.1. Preliminary Procedures: Before requesting inspection for determining date of Completion, complete the following:

1.4.1.1. Submit a final Application for Payment according to the Contract Documents

1.4.2. Inspection: Submit a written request for inspection.

1.4.3. **LIST OF INCOMPLETE ITEMS (PUNCH LIST)** Contractor shall notify District and District when Contractor considers the Work complete. Upon notification, District and District will prepare a list of minor items to be completed or corrected ("Punch List").

1.4.4. Contractor 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 Contractor to complete all Work in accordance with the Contract Documents.

1.4.5. Contractor shall comply with Punch List procedures as provided herein and in the Contract Documents, and maintain the presence of a 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 Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, District and District will inspect the Work and shall submit to Contractor a final inspection report noting the Work, if any, required in order to reach Completion in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed and any additional Punch List items not originally included.

1.4.6. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and District, who shall again inspect such Work. If the District and District find the Work complete and acceptable under the Contract Documents, the District will notify Contractor, who shall then jointly submit to the District and District its final Application for Payment.

1.4.7. **Costs of Multiple Inspections.** More than two (2) requests of District to make a final inspection shall be considered an additional service of District, the District and/or the Inspector, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments, if funds are available.

1.4.8. Punch List shall be deemed complete only upon the District's determination that all items on the Punch List, and all updates to the Punch List, are complete.

## **1.5. WARRANTIES**

- 1.5.1. Submittal Time: Submit written warranties on request of District for designated portions of the Work where commencement of warranties other than date of Completion is indicated.
- 1.5.2. Organize warranty documents into an orderly sequence as required by the Division 01 Document "Warranties."

## **2. PRODUCTS**

### **2.1. MATERIALS**

- 2.1.1. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **3. EXECUTION**

### **3.1. FINAL CLEANING**

- 3.1.1. Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Contractor shall use cleaning methods and procedures that reduce the overall impact on human health and the natural environment by reducing the amount of disposed waste, pollution and environmental degradation. If Project is subject to LEED certification, Contractor shall ensure compliance with the applicable LEED requirements for final cleaning of the Site.
- 3.1.2. Contractor shall employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program.
  - 3.1.2.1. Complete the following cleaning operations before requesting final inspection:
    - 3.1.2.1.1. Clean Project Site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - 3.1.2.1.2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - 3.1.2.1.3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - 3.1.2.1.4. Remove tools, construction equipment, machinery, and surplus material from Project Site.
    - 3.1.2.1.5. Clean exposed exterior and interior hard-surface finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior

surfaces. Restore reflective surfaces to their original condition.

3.1.2.1.6. Clean all surfaces and other work in accordance with recommendations of the manufacturer.

3.1.2.1.7. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

3.1.2.1.8. Leave Project Site clean and ready for occupancy.

3.1.3. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on District's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project Site and dispose of lawfully.

**END OF DOCUMENT**

**DOCUMENT 01 78 23**

**OPERATION AND MAINTENANCE DATA**

**1. GENERAL**

**1.1. RELATED DOCUMENTS AND PROVISIONS**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions, including, without limitation, Completion of the Work;
- 1.1.2. Contract Closeout and Final Cleaning;
- 1.1.3. Warranties;

**1.2. QUALITY ASSURANCE**

- 1.2.1. Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

**1.3. FORMAT**

- 1.3.1. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- 1.3.2. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- 1.3.3. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- 1.3.4. Contractor shall arrange content by systems process flow under section numbers and sequence of the Table of Contents of the Contract Documents.
- 1.3.5. Contractor shall provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.
- 1.3.6. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- 1.3.7. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

**1.4. CONTENTS, EACH VOLUME**

- 1.4.1. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the District, any engineers, subconsultants, Subcontractor(s), and

Contractor with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.

- 1.4.2. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- 1.4.3. Product Data: Contractor shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.
- 1.4.4. Drawings: Contractor shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- 1.4.5. Text: The Contractor shall include any and all information as required to supplement Product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

#### **1.5. MANUAL FOR MATERIALS AND FINISHES**

- 1.5.1. Building Products, Applied Materials, and Finishes: Contractor shall include Product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured Products.
- 1.5.2. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 1.5.3. Moisture Protection and Weather Exposed Products: Contractor shall include Product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- 1.5.4. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- 1.5.5. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### **1.6. SUBMITTAL**

- 1.6.1. Concurrent with the General Conditions, the Contractor shall submit to the District for review of a preliminary draft of proposed formats and outlines of the contents of the Manual.
- 1.6.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- 1.6.3. On or before the Contractor submits its final application for payment, Contractor shall submit two (2) copies of a complete Manual in final form. The District will provide

comments to Contractor and Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.

- 1.6.4. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after receiving District's comments. Failure to do so will be a basis for the District withholding funds sufficient to protect itself for Contractor's failure to provide a final Manual to the District.

**END OF DOCUMENT**



**DOCUMENT 01 78 36**

**WARRANTIES**

**1. GENERAL**

**1.1. RELATED DOCUMENTS AND PROVISIONS**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions, including, without limitation, Warranty/Guarantee/Indemnity;
- 1.1.2. Contract Closeout and Final Cleaning;
- 1.1.3. Operation and Maintenance Data;

**1.2. FORMAT**

- 1.2.1. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- 1.2.2. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list the title of Project.
- 1.2.3. Table of Contents: Contractor shall provide the title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or Work item is specified.
- 1.2.4. Contractor shall separate each Warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).
- 1.2.5. In addition to all Warranty documentation and information required herein, Contractor shall provide its Guarantee as required by the Contract Documents.

**1.3. PREPARATION**

- 1.3.1. Contractor shall obtain Warranties, executed in duplicate by each applicable and/or responsible Subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or Work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of Warranty until the date of Completion is determined.
- 1.3.2. Contractor shall verify that Warranties.
- 1.3.3. are in proper form, contain full information, and are notarized, when required.

1.3.4. Contractor shall co-execute submittals when required.

1.3.5. Contractor shall retain warranties until time specified for submittal.

**1.4. TIME OF SUBMITTALS**

1.4.1. Schedule of Warranties. Contractor shall provide District with a Schedule of Warranties at least fourteen (14) days prior to submitting its other required submittals indicated herein. This will provide District the opportunity to review the anticipated Warranties and make any comments, suggestions or revisions the District may require.

1.4.2. On or before the Contractor submits its final application for payment, Contractor shall submit all Warranties and related documents in final form. The District shall indicate any Warranty-related Work that is being performed and incomplete at the time Contractor submits its final application for payment. District will provide comments to Contractor and Contractor must revise the content of the Warranties as required by District prior to District's approval of Contractor's final Application for Payment.

1.4.3. For items of Work that are not completed until after the date of Completion, Contractor shall provide an updated Warranty for those item(s) of Work within ten (10) days after acceptance, listing the date of acceptance as start of the Warranty period.

**END OF DOCUMENT**

**SECTION 07 22 16****ROOF INSULATION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Roof insulation and installation.
  - 1. HCFC FREE "Green" Polyiso Rigid board type roof insulation(s) for thermal protection as part of roofing assemblies.

**1.02 RELATED SECTIONS**

- A. Section 07 5550 - Modified Bitumen Roofing
- B. Section 07 6200 - Sheet Metal Flashing and Trim

**1.03 REFERENCES**

- A. ASTM A-167-94a Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip
- B. ASTM A- 653 Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc - Iron Alloy-Coated (Galvanized) by the Hot-Dip Process
- C. ASTM B-29 Pig Lead
- D. ASTM B-32 Solder Metal
- E. ASTM C-165-95 Test Method for Measuring Compressive Properties of Thermal Insulation
- F. ASTM C-208-95 Specifications for Cellulosic Fiber Insulating Board
- G. ASTM C-209-92 Test Method for Cellulosic Fiber Insulating Board
- H. ASTM C-272-91 Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions
- I. ASTM C 518 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
- J. ASTM C-728-91 Specification for Perlite Thermal Insulation Board
- K. ASTM D-5 Test Method for Penetration of Bituminous Materials
- L. ASTM D-36 Test Method for Softening Point of Bitumen (Ring and Ball Apparatus)
- M. ASTM D-92 Test Method for Flash and Fire Pints by Cleveland Open Cup
- N. ASTM D-312 Specification for Asphalt Used in Roofing
- O. ASTM D-5147 Sampling and Testing Modified Bituminous Sheet Material
- P. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- Q. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
- R. ASTM E 2114-01 - Standard Terminology for Sustainability Relative to the Performance of Buildings

- S. ASTM 2129 -01 - Standard Practice for Data Collection for Sustainability Assessment of Building Product
- T. FM Factory Mutual System, Norwood, Massachusetts
- U. NRCA National Roofing Contractors Association, Chicago, IL
- V. SMACNA Sheet Metal and Air Conditioning Contractors National Association
- W. UL Underwriter's Laboratories, Inc., Northbrook, Illinois
- X. FS HH-I-1972 Insulation Board, Polyisocyanurate
- Y. WH Warnock Hersey International, Inc. Middleton, WI

#### 1.04 DEFINITIONS

- A. HCFC FREE "Green" Polyiso Roof Board Insulation is defined as environmentally friendly, with Zero Global Warming, Zero Ozone Depletion (ODP) as in compliance with the US EPA requirements of January 1, 2003 requirement to eliminate production of HCFC 141b.
- B. LTTR (Long Term Thermal Resistance) is defined as using techniques from ASTM C1303, CAN/ULC S770 predicting a foam's R-Value that has been shown to be equivalent to the average performance of a permeably faced foam insulation product over 15 years. In Canada this method is used as the Design R-Value. This applies to ALL foam insulation products with blowing agents other than air, such as Polyiso, "Green" Polyiso, extruded polystyrene and polyurethane. The new method is based on consensus standards in the US and Canada. PIMA has reported this method as providing a better understanding of the thermal performance of foam.

#### 1.05 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Product Data: Manufacturer's specifications and installation instructions for each product specified.
- C. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- D. Provide a sample of each insulation type.
- E. Shop Drawings:
- F. Indicate complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
- G. Include: Outline of roof, location of drains and scuppers, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- H. Certifications: Submit all of the following;
  - 1. Roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
  - 2. Roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

3. Wind uplift calculation, per CBC, Chapter 15, 1504 utilizing ASCE 7. Wind uplift shall be provided by the roofing system manufacturer. Calculation shall be signed and sealed by a CA licensed Structural II engineer.
4. System Manufacturer's or insulation manufacturer's certification that HCFC FREE "Green" Polyiso materials meet Zero ODP (Ozone Depletion Potential) and Zero GWP (Global Warming Potential) specification requirements.

#### **1.06 DESIGN REQUIREMENTS**

- A. No ponding of water on roof, all runoff flows to drain.
- B. All roof insulation overlaid with perlite board. No roofing installed over exposed insulation.

#### **1.07 PERFORMANCE REQUIREMENTS**

- A. General: Fire Classification, ASTM E-108; Section specifies a roof system with an external fire rating. The descriptions given below are general descriptions. The insulation, recovery board, and all other components shall be included as required by the membrane manufacturer to provide a Factory Mutual Class 1A fire resistance rating or Listed by Underwriter's Laboratories or Warnock Hersey for external fire tests of ASTM - E - 108 Class A.
- B. Provide continuity of thermal barrier at building enclosure elements.
- C. Flame spread less than 25 when tested in accordance with ASTM E84.
- D. Smoke density less than 50 when tested in accordance with ASTM E84.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original, unopened packaging, with identifying tags or labels intact and legible.
- B. Coordinate scheduling for timely deliveries and prompt installation of materials.
- C. Store insulation and support system in a dry, protected area out of direct sunlight. If storage area is outdoors, store material off the ground and protected by a suitable waterproof cover.
- D. Remove insulation which is warped, broken or exposed from moisture from the site.

#### **1.09 ENVIRONMENTAL REQUIREMENTS**

- A. Handle and install insulation system only under conditions and temperatures recommended by the manufacturer.
- B. Coordinate insulation placement to assure that material can be covered promptly with roof. Do not leave insulation exposed overnight or to inclement weather.

#### **1.10 WARRANTY**

- A. Provide warranty coordinated with the requirements of other sections specifying roof products.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURER**

- A. Acceptable Manufacturers:
  1. Viking Products Group, [www.vikingpg.com](http://www.vikingpg.com)

2. Dow, [www.dow.com](http://www.dow.com)
3. GAF, [www.gaf.com](http://www.gaf.com).
4. U. S. Intec Inc., [www.usintec.com](http://www.usintec.com).

B. Substitutions: See Section 01 6000 - Product Requirements.

## 2.02 MATERIALS

- A. Polyisocyanurate Roof Insulation: Provide thicknesses of insulation as indicated. Provide combination of types and thicknesses to provide a complete system.
1. Surface Burning Characteristics: Provide assembly with composite flame spread rating of 25 or less and smoke developed of 50 or less, as determined in accordance with ASTM E 84.
  2. Closed cell polyisocyanurate foam.
    - a. R-Value: Minimum 10.
  3. Insulation board shall meet the following requirements:
    - a. UL, WH or FM listed under Roofing Systems
    - b. Federal Specification HH-I-1972, Class 1
    - c. Dimensional Stability ASTM D2126 2% max.
    - d. Compressive Strength ASTM D1621 25 psi min.
    - e. Vapor Permeability ASTM E-96 1 perm max.
    - f. Foam Core Density ASTM D1622 2.0 pcf min.
    - g. Water Absorption ASTM C209 <1 %
    - h. Flame Spread ASTM E 84, 25 max.
    - i. R-Factor HR per inch thickness ASTM C 518 (Design Value)
- B. Related Materials:
1. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated or as required to achieve configurations shown, of perlite or organic fiberboard:
- C. Protection Board: preprimed gypsum board 1/2 inch thickness.
- D. Adhesive: Insul-Lock HR – The Garland Company.
- E. Sprayed in place backfill insulation: Dow Great Stuff or as approved by roofing system manufacturer.
- F. Fasteners:
1. Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
  2. Factory Mutual Tested and Approved with 3 in. coated disc for 1-90 rating, length required to penetrate deck one inch.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that roof framing system is complete and ready to receive insulation system. Do not proceed with installation until unsatisfactory conditions have been corrected.
1. Verify that work which penetrates roof deck has been completed.
  2. Verify that wood nailers are properly and securely installed.
  3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
  4. Do not proceed until defects are corrected.

5. Do not apply insulation until substrate is sufficiently dry, 12 percent moisture maximum, and ready to receive insulation and adhesive.
6. Broom clean substrate immediately prior to application.
7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.

### 3.02 INSTALLATION

- A. General: Install roof insulation in strict accordance with manufacturer's instructions and approved shop drawings.
- B. Roofing insulation attachment with mechanical fasteners:
  1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. Attachment shall be per roofing system manufacturer's wind uplift calculation.
  2. Place boards in a method to maximize contact bedding. Notch out undersides of insulation where insulation directly covers structural fasteners which are attached to the roof deck. Make notch equal to the length, width and depth of steel strap.
  3. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
  4. Provide spacing pattern of fasteners manufacturer's recommendations to meet wind uplift requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six inches.
  5. Minimum penetration into deck shall be as recommended by the fastener manufacturer, and one inch (1") minimum for wood or metal decks where not specified by the manufacturer
  6. Backfill around all conduit, junction boxes, etc. in roof insulation with spray foam insulation. Shave solidified spray foam even with board insulation surface.
  7. Subsequent layers of insulation will be set in insulation adhesive. Stagger the joints of subsequent layers of polyisocyanurate and protection board over the initial layer.
  8. Adhere cover board in foam insulation adhesive.

### 3.03 CLEANING AND PROTECTION

- A. Remove debris and cartons from roof deck. Protect finished work to insure that insulation remains clean and dry, ready to receive roofing membrane.

**END OF SECTION**

## SECTION 07 55 00

## MODIFIED BITUMINOUS MEMBRANE ROOFING

## PART 1 GENERAL

## 1.1 SCOPE OF WORK

- A. The work under this contract shall include all labor, non-owner supplied materials, tools, transportation, equipment, services, and facilities necessary for, and reasonably incidental to, the completion of the work as shown on the drawings and/or described in the specifications, for the following scope of work:
1. Remove and dispose of all roofing, gutters, coping, edge metal, and associated materials down to the structural deck.
  2. Inspect deck and perform repairs as needed.
  3. Mechanically fasten or adhere R-10 polyiso and ½" densdeck prime per manufacturers ASCE-7 wind uplift calculations.
  4. Install new .040 aluminum counter flashing, detail flashings, coping, and edge metal.
  5. Install 2 ply modified bitumen StressPly system in cold applied asphalt. Allow roof to cure for 30 days.
  6. Apply Title 24 approved Pyramic Plus LO in 2 coats of 1.5 gallons per square (3 gal total).
  7. Paint all conduit lines with Pyramic Plus LO. Install conduits on new Dura-Block supports.
  8. Install new R-Mer Edge Coping in .040 aluminum per districts color choice.
  9. Add Alternate: Apply Tuff-Coat to the interior stucco of parapet walls on each building. Apply in 2 coats of 1 gallon per 100 square feet.

## 1.2 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- E. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- F. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- G. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet



Materials.

- H. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- I. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- J. Factory Mutual Research (FM): Roof Assembly Classifications.
- K. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- L. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- M. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- N. Warnock Hersey (WH): Fire Hazard Classifications.
- O. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- P. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Q. UL - Fire Resistance Directory.
- R. FM Approvals - Roof Coverings and/or RoofNav assembly database.
- S. California Title 24 Energy Efficient Standards.

### 1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
  - 1. Factory Mutual Class A Rating.
  - 2. Underwriters Laboratory Class A Rating.
  - 3. Warnock Hersey Class A Rating.
- C. Design Requirements:
  - 1. Uniform Wind Uplift Load Capacity
    - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
      - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
      - 2) Importance Category:
        - a) IV
      - 3) Importance Factor of:

- a) 2.0
  - 4) Wind Speed: 120 mph
  - 5) Exposure Category:
    - a) B.
  - 6) Roof Pitch: 1/4" :12.
  - 7) Roof Area Design Uplift Pressure:
    - a) Zone 1 - Field of roof 10.3 psf
    - b) Zone 2 - Eaves, ridges, hips and rakes 17.9 psf
    - c) Zone 3 – Corners 23.6 psf
- 2. Live Load: 20 psf, or not to exceed original building design.
- 3. Dead Load:
  - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.
- D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- E. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.
- G. Roof system shall have been tested in compliance with the following codes and test requirements:
  - 1. Cool Roof Rating Council:
  - 2. International Code Council Evaluation Service (ICC-ES):
  - 3. Underwriters Laboratories:
  - 4. Warnock Hersey
    - a. ITS Directory of Listed Products
  - 5. FM Approvals:
    - a. RoofNav Website

#### 1.4 SUBMITTALS

- A. Submit the following to the Project representative for review and approval.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system

attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.

- E. Wind Uplift Calculation: Per CBC using ASCE 7-10. Calculation shall diagrammatically show fastening pattern and be stamped by the roofing system manufacturer's CA licensed structural engineer.
- F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials.
- G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- H. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- I. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- J. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- K. Any material submitted as equal to or better than the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Material substitutions may only be submitted by prime bidding contractors. Substitution requests submitted without a licensed engineer stamp or by non-prime bidding contractors will be rejected for non-conformance.
- L. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

## 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Manufacturers Inspections: Provide on manufacturers letterhead, a certification that a full-time employee of the manufacturer will inspect the project a minimum 3 times per week as indicated in section (3.7). Letter must be signed and notarized by a corporate officer of the manufacturing company.
- G. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

#### 1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
  - 1. Record minutes of the conference and provide copies to all parties present.
  - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
  - 3. Installation of the roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

- E. Avoid stockpiling materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

## 1.8 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

## 1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside the manufacturer's absolute limits.

## 1.10 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
  - 1. Warranty Period:
    - a. 30 years from date of acceptance.
      - 1) Warranty shall cover the calculated windspeed of 120 mph.
      - 2) Warranty must be provided solely by the manufacturer.
      - 3) No 3<sup>rd</sup> party insurance riders or 3<sup>rd</sup> party warranty holders will be accepted.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. Local Representative: Doug Clark (925) 784-6701 Email: [dclark@garlandind.com](mailto:dclark@garlandind.com) Web Site: [www.garlandco.com](http://www.garlandco.com).
  - 1. *Materials to be furnished and provided by Alameda USD through CMAS.*
- B. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
  - 1. Bidder will not be allowed to change materials after the bid opening date.
  - 2. If alternate products are included in the bid, the products and specified overall performance requirements must be equal to or exceed the products and requirements specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.

3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
  - a. Personally, investigate the proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - b. Will provide the same guarantee for substitution as for the product and method specified.
  - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
  - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
  - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
  - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.
6. Any substitution requests must be provided to the architect 10 days before the original bid date. Substitutions outside of this timeline will not be considered.

## 2.2 COLD APPLIED 2-PLY SOLVENT FREE ASPHALT ROOFING

- A. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
  1. StressBase 80 Plus:
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interplay adhesive.
  1. StressPly Plus FR Mineral:
- C. Interply Adhesive: (Layer 1 and 2)
  1. Weatherking Plus WC: 2.5 gallons per square.
- D. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:
  1. StressBase 80 Plus:
- E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
  1. StressPly Plus FR Mineral
- F. Flashing Ply Adhesive:
  1. Weatherking Flashing Adhesive: 6 gallons per square.
- G. Surfacing: Requires 5 days wait before applying.
  1. Surface Coatings
    - a. Pyramic Plus LO: 2 coats of 1.5 gallons per square. (3 gal/square total)

## 2.3 ACCESSORIES:

**EXHIBIT A – PROJECT SPECIFICATIONS**

- A. Walkway Pads – TrafGuard by Viking Products Group.
- B. Urethane Sealant Hybrid - Tuff-Stuff MS: One-part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
  - 1. Tensile Strength, ASTM D 412: 250 psi
  - 2. Elongation, ASTM D 412: 450%
  - 3. Hardness, Shore A ASTM C 920: 35
  - 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- C. Sealant - Green-Lock Structural Adhesive: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
  - 1. Elongation, ASTM D 412: 300%
  - 2. Hardness, Shore A, ASTM C 920: 50
  - 3. Shear Strength, ASTM D 1002: 300 psi
- D. Coverboard – ½" Densdeck Prime or approved equal.
- E. Coping: R-Mer Edge coping by The Garland Company.
  - 1. 0.040 Aluminum
- F. Tuff-Coat: Semi-Permeable waterproof wall coating: 2 coats of 1 gallon per 100 square feet.

**PART 3 EXECUTION****3.1 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

**3.2 PREPARATION**

- A. General: Clean surfaces thoroughly prior to installation.
  - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
  - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
  - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.

**EXHIBIT A – PROJECT SPECIFICATIONS**

4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

**B. Wood Deck:**

1. The dimensional wood deck shall be minimum 1 inch (25 mm) thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
2. Plywood shall be a minimum 15/32 inch (11.9 mm) thick and conform to the standards and installation requirements of the American Plywood Association (APA).
3. If no roof insulation is specified, provide a suitable dry sheathing paper, followed by an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.
4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet, extending 2 inches to 6 inches (51 mm to 152 mm) beyond the metal in all directions. Nail in place before applying the base ply.

**3.3 INSTALLATION - GENERAL**

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
  1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
  2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40



**EXHIBIT A – PROJECT SPECIFICATIONS**

degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

**3.4 INSTALLATION COLD APPLIED ROOF SYSTEM**

Base Ply: Cut base ply sheets into 18 foot lengths and allow plies to relax before installing. Install base sheet in Interply Adhesive: applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2.5 gallons per 100 square feet.
3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
6. Install base flashing ply to all perimeter and projection details.
7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

Modified Cap Ply(s): Cut cap ply sheets into 18 foot lengths and allow plies to relax before installing. Install in interplay adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
2. Solidly bond to the base layers with specified cold adhesive at the rate of 2.5 gallons per 100 square feet.
3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same

## EXHIBIT A – PROJECT SPECIFICATIONS

direction as the underlayers but the laps shall not coincide with the laps of the base layers.

5. Allow cold adhesive to set for 5 to 10 minutes before installing the top layer of modified membrane.
6. Extend membrane 2 inches beyond top edge of all cants in full moppings of the cold adhesive as shown on the Drawings.

Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

- B. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

- C. Flashing Base Ply: Install flashing sheets by same application method used for the Base Ply.

1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire flashing ply to the substrate. Run first ply of membrane 4' up wall and secure with a termination bar fastened at 6 inches (152 mm) O.C. and sealed at top. Apply second ply with a minimum 8" overlap of lower ply and upper ply. Fasten and secure with termination bar fastened at 6 inches O.C. and sealed.

**EXHIBIT A – PROJECT SPECIFICATIONS**

5. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
7. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

**D. Flashing Cap Ply:**

1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and were shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Run flashing cap ply 4 feet up wall and fasten with termination bar fastened every 6 inches O.C. Adhere additional cap ply on remaining wall section in specified adhesive with a minimum 8 inch overlap of lower flashing cap ply. Heat weld seam. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches on center and covered with an acceptable counter flashing.

E. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.

F. Roof Walkways: Provide walkways in areas indicated on the Drawings.

**3.5 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING****A. Equipment Support:**

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb

## EXHIBIT A – PROJECT SPECIFICATIONS

and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.

5. Use Tuff-Flash and polyester where necessary to fully seal detail areas.
6. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
7. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

B. Curb Detail/Air Handling Station:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Use Tuff-Flash and polyester where necessary to fully seal detail areas.
6. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
7. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

C. Exhaust Fan:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

D. Passive Vent/Air Intake:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb with 6 inches (152mm) on to the field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install passive vent/air intake over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendations.

**EXHIBIT A – PROJECT SPECIFICATIONS****E. Roof Drain:**

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation and or coverboard to drain minimum of 24 inches (609 mm) from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
5. Install base flashing ply (40 inch square minimum) in bitumen.
6. Install modified membrane (48 inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

**F. Plumbing Stack:**

1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.

**G. Heat Stack:**

1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install modified membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Install new collar over cape. Weld collar or install stainless steel draw band.

**3.6 CLEANING**

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

**3.7 PROTECTION**

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to

**EXHIBIT A – PROJECT SPECIFICATIONS**

protect personnel, roofs and structures, vehicles and utilities.

- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

**3.8 FIELD QUALITY CONTROL**

- A. Manufacturer Inspections:
  - 1. An inspection shall be made by a representative of the material manufacturer a minimum of three (3) times per week during performance of work to ensure that said project is installed in accordance with the manufacture's specifications and illustrated details. Written reports including pictures and comments shall be turned over to the Architect and Owner, on each Monday following the prior week.
    - a. The authorized material manufacturers field representative shall be responsible for:
      - 1) Keeping the Architect's representative informed after periodic inspections as to the progress and quality of the work observed.
      - 2) Calling to the attention of the contractor those matters observed which are considered to be in violation of the contract requirements.
      - 3) Reporting to the Architect's representative, in writing, any failure or refusal of the contractor to correct unacceptable practices called to his attention.
      - 4) Confirming, after completion of the work and based on his observation and test, that he has observed no application procedures in conflict with these specifications.

**3.9 OWNER SUPPLIED MATERIALS**

- A. The Owner will only supply the quantity listed in the owner supplied materials section of this specification below. All additional materials and accessories will be the full responsibility of the contractor to provide and install per the specification and project requirements.
- B. Any material or accessories required for the installation of the roof system in excess of the Owner provided material must be supplied by the Contractor and added into the bid cost proposal. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required. The cost to handle and fabricate flashing metal from the Owner provided flat stock is contractor's responsibility and to be added into the bid cost proposal.
- C. All required flashings as required per each specification section for plumbing, electrical, gas,

**EXHIBIT A – PROJECT SPECIFICATIONS**

etc. will be the Contractors responsibility to provide and install as well as to be included in the bid cost.

- D. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install them in compliance with section 07550.
- E. Freight charges of owner supplied materials will be the responsibility of the Owner.
- F. Contractor must coordinate and take delivery of materials, count all materials and ensure it matches the list below, unload and properly locate materials at the job site, and properly protect, cover and store at jobsite.
- G. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of section 07550.

1. Materials specifically provided by the Owner:

a.	StressPly Plus FR Mineral:	500 Rolls
b.	StressBase 80 Plus:	250 Rolls
c.	Pyramic Plus LO:	200 Buckets
d.	Weatherking Plus WC:	300 Buckets
e.	Weatherking Flashing Adhesive:	70 Buckets
f.	Tuff-Stuff MS:	3 Cases
g.	Garla-Prime VOC:	10 Buckets

END OF SECTION

**SECTION 07 61 00****SHEET METAL FLASHING AND TRIM****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counter-flashings, and other items indicated on drawings and as follows:
  - 1. Metal edge system with continuous cleats.
  - 2. Surface mounted counterflashing.
  - 3. Skirt flashing at curbs.
  - 4. “L” flashing and step flashing.
  - 5. Ladders.
  - 6. Hatches.
  - 7. Coping.
  - 8. Etc.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 5550 – Modified Bitumen

**1.03 REFERENCE STANDARDS**

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- C. ASTM A792 Steel Sheet, Aluminum-Zinc Alloy-Coated, by the Hot-Dip Process
- D. ASTM B 32 - Standard Specification for Solder Metal.
- E. ASTM B486 Paste Solder
- F. ASTM B 749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
- G. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- H. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- I. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- J. FS QQ-L-201 Specification for Lead Sheet
- K. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.



**1.04 SUBMITTALS**

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
  - 1. For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
  - 2. Indicate type, gauge and finish of metal.
- B. Product Data: Provide manufacturer's specification data sheets for each product :
  - 1. Metal material characteristics and installation recommendations.
  - 2. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specific can be approved.
- C. Manufacturer's installation instructions for reglets.
- D. Samples: Submit two samples 8x10 inch in size illustrating metal finish color.
  - 1. Submit two samples, 12 x 12 inch in size illustrating typical external corner, internal corner, and valley, junction to vertical dissimilar surface, material and finish.
- E. Certification:
  - 1. Submit roof manufacturer's certifications that metal fasteners furnished are acceptable to roof manufacturer.
  - 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
  - 3. Submit certification that metal and fastening system furnished is Tested and Approved by Factory Mutual for 1-90 Wind Up-Lift Requirements.
- F. Provide approval letters from metal manufacturers for use of their metal within this particular roofing system type.
- G. Proof of fabricator and installer qualifications.
- H. ANSI-SPRI ES-1 test results for all coping and edge metal.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements, except as otherwise indicated.
  - 1. Factory Mutual Loss Prevention Data Sheet 1-49 windstorm resistance: 1-90.
- B. Manufacturer's Warranty: Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
- C. Contractor's Warranty: The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be water-tight and secure for a period of five years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by

such leaks or the repairs thereof.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that could cause discoloration or staining.

### **PART 2 PRODUCTS**

#### **2.01 SHEET MATERIALS**

- A. Aluminum, ASTM B209, alloy 3105-H14, in thickness.040" nom.

#### **2.02 ACCESSORIES**

- A. Fasteners:
  - 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
  - 2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.
- B. Plastic Cement: ASTM D 4586, Type I.

#### **2.03 FABRICATION - GENERAL**

- A. Fabricate in accordance with referenced standards. Form sections true to shape, accurate in size, square, and free from distortion or defects. Form pieces as recommended by SMACNA standard for conditions required.
  - 1. Provide reinforcements and supports as required for secure anchorage.
  - 2. Make joints rigid. Seams mechanically strong and soldered or sealed to make watertight
  - 3. Fabricate corners in one piece with legs extending 30-inches each way to field joint. Lap, rivet, and solder or seal corner seams watertight.
  - 4. Turn up "end dam" flanges at ends of opening sill flashing pieces, lap with wall flashing and membranes to shed water.
  - 5. Fabricate cleats of same material as sheet, minimum 3/4 inches wide, interlockable with sheet.
  - 6. Hem exposed edges on underside 1/2 inch; miter and seam corners.
  - 7. Solvent clean all sheet metal. Coat surfaces to be in contact with roofing or otherwise concealed with specified asphaltic paint; 0.015-inch minimum uniform thickness.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.

- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

#### **2.04 EDGE METAL SYSTEM AND METAL COPING SYSTEM**

- A. R-Mer Edge and R-Mer Coping system by The Garland Company or approved equal.
  - 1. ANSI SPRI ES-1 tested and certified.

#### **2.05 ROOF-RELATED SHEET METAL AND FLASHINGS**

- A. Roof-Related Sheet Metal and Flashings: As indicated, as specified in related sections, as required by roofing material manufacturers and referenced standards. Coordinate work of this section with related sections. Provide complete systems without conflict or omission.

#### **2.06 LADDERS, DRAINS AND HATCHES**

- A. Hatch: Bilco or approved equal.
  - 1. Type S, all aluminum construction.
- B. Roof Drains: zurn Z-100 or equal.
- C. Ladder: Alaco Ladder
  - 1. Fixed ladders of all aluminum construction.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.
- D. Field measure site conditions prior to fabricating work.

#### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

#### **3.03 INSTALLATION**

- A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion,

allowing for expansion and contraction. Conform to referenced standards. Make metal joints watertight.

- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual 1-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.
- C. All accessories or other items essential to the completeness of sheet metal installation and water tight envelope of the building, whether specifically indicated or not, shall be provided.
- D. Reglets: Install in accordance with manufacturer's installation instructions.
- E. Metal fascia and copings shall be secured to wood nailers at the bottom edge with a continuous cleat. Cleats shall be at least one gauge heavier than the metal it secures.
- F. Install Sheet Membrane Waterproofing at closure flanges, under metal copings, caps and platforms; fully adhered, free of voids, blisters and buckling; roll as soon as practical following layout. Minimize exposure time to that period recommended by the manufacturer.
- G. Flashing: Joints at 10-foot maximum spacing and at 2-1/2-feet from corners. Butt joints with 3/16-inch space centered over matching 8-inch long backing plate with sealer tape in laps.
- H. Flanged flashings and roof accessories: Set on continuous sealer tape. Nail flanges through sealer tape and at 3-inch maximum spacing.
- I. Isolate metal from dissimilar metal with 2 coats of specified asphaltic paint, sealer tape or other approved coating, specifically made to stop electrolytic action.. Use only stainless steel fasteners to connect isolated dissimilar metals.
- J. Joints, fastenings, reinforcements and supports: Sized and located as required to preclude distortion or displacement due to thermal expansion and contraction. Conceal fastenings wherever possible.
- K. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- L. Flexible Flashing Installation:
  - 1. Prime substrates as recommended by flexible flashing manufacturer, allow to dry.
  - 2. Install flexible flashings in maximum feasible lengths to minimize lap joints.
  - 3. Peel release paper from roll to expose rubberized asphalt and position flashing to center over joint location before applying. Move along opening or joint, being careful to put flashing as evenly as possible over the opening. Avoid fishmouths.
  - 4. Press flashing firmly into place with heavy hand pressure . Ensure continuous and intimate contact with substrate.
  - 5. If wrinkles develop, carefully cut out affected area and replace as outlined above.
- M. Apply plastic cement compound between metal flashings and felt flashings.
- N. Fit flashings tight in place. Make corners square, surfaces true and straight in planes,

and lines accurate to profiles.

- O. Seal prefinished metal joints watertight.
- P. Solder other metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- Q. Connect downspouts and rainwater leaders to storm sewer system. Seal connection watertight.
- R. Install hatches and ladders per manufacturer's recommendations.
- X. Install roof drains per manufacturer's recommendations.

### **3.04 FIELD QUALITY CONTROL**

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.
- B. Tolerances
  - 1. Exposed surfaces: Free of dents, scratches, abrasions, or other visible defects; clean, ready for painting.
  - 2. Set flashings and sheet metal to straight, true lines with exposed faces aligned in plane as indicated.

### **3.05 SHOP FABRICATED SHEET METAL**

- A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
- B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- C. Hem exposed edges.
- D. Angle bottom edges of exposed vertical surfaces to form drip.
- E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.
- F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4" opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.
- G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal and Air Conditioning Contractor's National Associations, Inc.

END OF SECTION

**AMENDMENT NO. 3 to INDEPENDENT CONTRACTOR AGREEMENT FOR ROUTINE  
MAINTENANCE SERVICES (MECHANICAL ROUTINE MAINTENANCE SERVICES) #2271**

**Dated March 28, 2023**

This Amendment to the INDEPENDENT CONTRACTOR AGREEMENT FOR ROUTINE MAINTENANCE SERVICES (MECHANICAL ROUTINE MAINTENANCE SERVICES) #2271 is entered into between Alameda Unified School District ("AUSD") and Apodaca Mechanical Consulting ("Contractor"). The parties agree to amend as follows:

**1. Services**

Extension of contract term from March 28, 2024 to June 30, 2024 for on-call mechanical maintenance repair services to allow exhaustion of remaining funds.

**2. Compensation**

Original ICA: \$99,100.00

Amendment No. 1: \$50,000.00

Amendment No. 2: \$65,000.00

**Amendment No. 3: Term extension only**

Amended ICA: \$214,100.00

**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**4. Amendment History:**

☐ There are no previous amendments to this Agreement.

☒ This contract has previously been amended as follows.

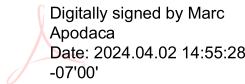
No.	Date	General Description of Reason for Amendment	Amount of Increase/(Decrease)
1	11/16/2023	Unexpected System Issues	\$50,000.00
2	01/26/2024	Increased need of services	\$65,000.00

**"DISTRICT"**

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

Name: Jennifer Williams  
Title: Board President

**"CONTRACTOR"**

Marc  
By: Apodaca  Digitally signed by Marc Apodaca  
Date: 2024.04.02 14:55:28 -07'00' 04.02.24  
Date:

Name: Marc Apodaca  
Title: Owner/President

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Proclamation: Jewish American Heritage Month - May

**Item Type:** Consent

**Background:** Alameda Unified School District recognizes May as Jewish American Heritage Month and encourages all Alameda families, students, and staff to acknowledge and honor Jewish Americans for their notable accomplishments and outstanding service to the community of Alameda, the State of California, and the nation writ large.

**AUSD LCAP Goals:** 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:**

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.| #4 - Parental involvement and community engagement are integral to student success.

**Submitted By:** Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Proclamation: Jewish American Heritage Month: May	4/10/2024	Backup Material

**PROCLAMATION**  
***Jewish American Heritage Month***  
***May 2024***

*WHEREAS*, for thousands of years, members of Jewish communities have sustained their strong identity and rich traditions while persevering through persecution, enslavement, forced segregation, and the horrors of the Holocaust; and

*WHEREAS*, since the first Dutch Jew set foot in New Amsterdam in 1654, Jews have been contributing to the culture and history of the United States of America while achieving great success, strengthening the country, and helping shape America through a deep commitment to faith, family, and community; and

*WHEREAS*, in his second year in office, President George Washington wrote a letter to the Touro Synagogue in Newport, Rhode Island, one of the first Jewish houses of worship in the United States of America, reaffirming the nation's commitment to religious freedom and noting that the government of the United States would give "to bigotry no sanction [and] to persecution no assistance" as he also emphasized that all Americans are entitled to "liberty of conscience and immunities of citizenship"; and

*WHEREAS*, it was such a belief that drew generations of Jewish immigrants to the United States of America to rebuild their lives, whether that included Jewish families fleeing pogroms or persecution in Europe during the last century, Holocaust survivors, or Jews trapped behind the Iron Curtain; and

*WHEREAS*, this history has led many Jewish Americans to find common cause with the Civil Rights Movement, and Jewish Americans have continued their strong support for liberty and human dignity thus, uniting to end discrimination in voting, employment, and public accommodation while also supporting equity for women, farmworkers, the disabled, and LGBTQ Americans; and

*WHEREAS*, Jewish Americans, including those in Alameda, continue to contribute to the nation's progress as scientists, teachers, entrepreneurs, members of the Armed Forces, public servants, private citizens, leaders, parents, and citizens in all walks of life; and

*WHEREAS*, the Alameda Unified School District has acknowledged and recognized the urgent need to educate students in the community on Jewish history and culture, and in 2017 AUSD established the Jewish Education Round Table to foster understanding and respect; and

*WHEREAS*, anyone interested in learning more about the heritage and contributions of Jewish Americans as well as other resources should visit [www.JewishHeritageMonth.gov](http://www.JewishHeritageMonth.gov) and the AUSD Jewish Education Round Table at [AlamedaJERT.org](http://AlamedaJERT.org);



*NOW, THEREFORE, BE IT PROCLAIMED* that Jewish American Heritage Month is the time when the rich history of Jewish Americans is celebrated and their contributions to this nation are honored, and thus the Alameda Unified School District Board of Education hereby recognizes May as Jewish American Heritage Month and encourages all Alameda families, students, and staff to acknowledge and honor Jewish Americans for their notable accomplishments and outstanding service to the community of Alameda, the State of California, and the nation writ large.

*PASSED AND ADOPTED* by the following votes this 16th day of April, 2024.

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

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

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

\_\_\_\_\_  
Jennifer Williams, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Resolution No. 2023-2024.56 Approval of Budget Transfers, Increases, Decreases

**Item Type:** Consent

**Background:** After the adoption of the proposed budget for the fiscal year, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change. Budget revisions allow the District to increase or decrease funds based on entitlements and grants actually received by the District.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** Will increase revenues and expenditures in the District in the amount of \$171,068.41.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

---

**ATTACHMENTS:**

Description	Upload Date	Type
☐ Resolution No. 2023-24.56	4/8/2024	Resolution Letter
☐ Attachment A	4/8/2024	Backup Material

**ALAMEDA UNIFIED SCHOOL DISTRICT**  
**Alameda, California**  
**Resolution**

April 16, 2024

Resolution No. 2023-2024.56

**Approval of Budget Transfers, Increases, Decreases**

*WHEREAS*, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

1000 Certificated Salaries  
2000 Classified Salaries  
3000 Employee Benefits  
4000 Books and Supplies  
5000 Services and Other Operating Expense  
6000 Capital Outlay  
7000 Other Sources and Uses

*AND, WHEREAS*, the Board of Education desires to change the adopted appropriations;

*NOW, THEREFORE, BE IT RESOLVED* that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 16th day of April, 2024:

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

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

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

\_\_\_\_\_  
Jennifer Williams, President  
Board of Education  
Alameda Unified School District

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District

**BUDGET REVISIONS**

(Budget Revisions affect Fund Balance;  
Amounts are either added or subtracted from Fund Balance)

<b>School/Dept</b>	<b>Description</b>	<b>Amount</b>
Alameda High School	Donations	\$ 3,571.00
Amelia Earhart Elementary	Donations	\$ 112.00
Edison Elementary	Donations	\$ 713.00
Encinal Jr./Sr. High School	Donations	\$ 11,351.99
Island High School	Donations	\$ 1,039.24
Lincoln Middle School	Donations	\$ 2,211.93
Love Elementary	Donations	\$ 3,174.00
Maya Lin Elementary	Donations	\$ 3,559.75
MOF	Donations	\$ 119,752.02
Otis Elementary	Donations	\$ 17,351.25
Paden Elementary	Donations	\$ 4,882.20
Ruby Bridges Elementary	Donations	\$ 3,350.03
<b>Total Donations</b>		<b>\$ 171,068.41</b>

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Resolution No. 2023-2024.57 Authorization to Dispose of Surplus Property

**Item Type:** Consent

**Background:** Education Code Sections 17545 and 17546 authorize that the Board of Education may, through its designated agent, legally dispose of surplus equipment in such a state of obsolescence or disrepair that it should be disposed of and removed from district inventory.

Exhibits A, B and C contain a list of either damaged or obsolete materials or surplus property no longer required for district use.

Approval will authorize staff to dispose of these items as most appropriate and aligned with Administrative Regulation 3270: Sale and Disposal of Books, Equipment, and Supplies.

**AUSD LCAP Goals:** 1. Eliminate barriers to student success and maximize learning time.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Resolution No. 2023-2024.57	4/4/2024	Resolution Letter
☐ Exhibit A	4/4/2024	Exhibit
☐ Exhibit B	4/4/2024	Exhibit
☐ Exhibit C	4/8/2024	Exhibit

**ALAMEDA UNIFIED SCHOOL DISTRICT**  
**Alameda, California**  
**Resolution**

April 16, 2024

Resolution No. 2023-2024.57

**Authorization to Dispose of Surplus Property**

*WHEREAS*, the state requires a resolution to be adopted by the Board of Education for the property transfer or retirement of used and obsolete equipment used in Maintenance, Operations, and Facilities, Food Services, or Technology as listed in:

**Exhibits A, B & C - Property Transfer or Retirement Forms**

*AND WHEREAS*, the Board of Education desires to change the adopted appropriations,

*NOW, THEREFORE, BE IT RESOLVED* that the changes be made to the adopted appropriations as per the Exhibit.

*PASSED AND ADOPTED* by the following vote this 16th day of April, 2024:

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

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

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

\_\_\_\_\_  
Jennifer Williams, President  
Board of Education  
Alameda Unified School District

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District

Property Transfer/Retirement Form

BOE Decision

Consent Item Approval Date \*



Type of request:

- ☐ Transfer ☒ Waste ☐ Recycle ☐ Auction

Current Location

District Office- Business Services

▼

Property Item Type

Furniture/ Equipment

▼

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition	
1	AHS Double Door Reach-in Freezer	CF2-S/1009CONH00818	11253	3 - Retire/Poor	<div>Upload</div> <div>IMG_... 1...</div> <div>IMG_... 1...</div>

List for large quantity items (if any)

List must include information similar to the 'Item Details' table above.

Click, or drag and drop attachment(s) over this area

*James Assia*

## Site Admin Approval

---

**Site Admin Signature**

*Shahiq Khan*

## Director Approval

---

**Director Signature**

*MONTY PATTERSON*

## Business Services

---

**Asst. Superintendent Signature**

*Shahiq Khan*

Comments

Submit



**Entrée**

by Conotech

MODEL CF2-S

DENVER, NC (USA)

R404A 26.6oz.

SERIAL NO.: 1009CONH00818

V/Hz/PH : 115V-60Hz-1ph

F.L. AMPS : 12A

DESIGN PRESSURES:

HIGH SIDE: 390 PSIG

LOW SIDE: 190 PSIG

FOR WARRANTY SERVICE, PLS CALL: 866-417-6140

[WWW.ENTREEREFRIGERATION.COM](http://WWW.ENTREEREFRIGERATION.COM)



ANSI/BSF 7  
COMMERCIAL REFRIGERATOR  
AND/OR STORAGE FREEZER  
37FR



**LISTED**

COMMERCIAL REFRIGERATOR  
AND/OR FREEZER  
3LWN

## Property Transfer/Retirement Form

## BOE Decision

Consent Item Approval Date \*

Type of request:

☐ Transfer ☒ Waste ☐ Recycle ☐ Auction

Current Location

District Office- Technology Services ▼

Property Item Type

Technology ▼

## Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition	
24	Empcenter Timeclocks	See list	N/A	2 - Fair	<input type="button" value="Upload"/>
					<a href="#">IMG_...</a> 2...
					<a href="#">IMG_...</a> 3...
					<a href="#">IMG_...</a> 2...

List for large quantity items (if any)

List must include information similar to the 'Item Details' table above.

 Click, or drag and drop attachment(s) over this area[Devices1710351467283.csv](#)

Less than 1 KB

*Jimmy Pham*

## Site Admin Approval

---

**Site Admin Signature**

*Robyn Odell*

## Director Approval

---

**Director Signature**

*Robyn Odell*

## Business Services

---

**Asst. Superintendent Signature**

*Shahiq Khan*

Comments

Submit





## Property Transfer/Retirement Form

## BOE Decision

## Consent Item Approval Date \*

04/16/2024



## Type of request:

☐ Transfer ☐ Waste ☒ Recycle ☐ Auction

## Current Location

District Office- Maintenance Operations and Facilities ▼

## Property Item Type

Furniture/ Equipment ▼

## Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition	
6	Backpack Blower, Gas	Husqvarna, model Ph580t	None	2 - Fair	Upload
1	Backpack Blower, Gas	Husqvarna, model Ph58h	None	2 - Fair	Upload
1	Backpack Blower, Gas	Tanaka, model Thb360pf	None	2 - Fair	Upload
1	Backpack Blower, Gas	Tanaka, model Tbl4610	None	2 - Fair	Upload



1	Backpack Blower, Gas	Tanaka, model Bvm200le	None	2 - Fair	Upload
1	Handheld Leaf Blower, Gas	Husqvarna, model ECHO PB251	None	2 - Fair	Upload
5	Handheld Leaf Blower, Gas	Husqvarna, model ECHO ES250	None	2 - Fair	Upload
4	Handheld Leaf Blower, Gas	Husqvarna, model ECHO BP250LN	None	2 - Fair	Upload
2	Handheld Leaf Blower, Gas	Husqvarna, model ECHO PB255LN	None	2 - Fair	Upload
2	21-in Walk Behind Mower, Gas	Honda, model HRC216	None	3 - Retire/Poor	Upload
1	Commercial Gas Convection Oven	Vulcan Equipment, model VC4GD-11D1	15979	3 - Retire/Poor	Upload MOF ... 7...
1	Commercial Gas Convection Oven	Vulcan Equipment, model VC4GD-11D1	15972	3 - Retire/Poor	Upload MOF ... 2...

### List for large quantity items (if any)

List must include information similar to the 'Item Details' table above.

Click, or drag and drop attachment(s) over this area

Singleton Aux Building MOF Property Retirement_04.08.2024.xlsx	9.66KB
MOF Equipment Retirement 001.pdf	289.59KB
MOF Equipment Retirement 002.pdf	280.38KB
MOF oven.pdf	957.34KB

### Submitter Signature

*Erin Snyder*

## Site Admin Approval

---

**Site Admin Signature**

*MONTY PATTERSON*

## Director Approval

---

**Director Signature**

*MONTY PATTERSON*

## Business Services

---

**Asst. Superintendent Signature**

*Shahiq Khan*

Comments

Submit

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Resolution No. 2023-2024.58 Approval of Notice of Completion: Various Roofing Projects

**Item Type:** Consent

**Background:** Various School Site Roof Repairs Project, was completed by contractor Andy's Roofing Company, Inc. The project was completed on December 7, 2023, per project specifications and a Notice of Completion will be filed with the County of Alameda.

**AUSD LCAP Goals:** 1. Eliminate barriers to student success and maximize learning time.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** \$1,494,415.81.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

---

**ATTACHMENTS:**

Description	Upload Date	Type
☐ Resolution No. 2023-2024.58	4/4/2024	Resolution Letter
☐ Notice of Completion	4/4/2024	Backup Material



**ALAMEDA UNIFIED SCHOOL DISTRICT**

**Alameda, California**

**Resolution**

April 16, 2024

Resolution No. 2023-2024.58

**Notice of Completion for Various School Site Roof Repairs Project**

*WHEREAS*, the Superintendent or Designee acting under authority granted by the Governing Board by Resolution No. 2023-2024.58 has accepted the Notice of Completion for the **Various School Site Roof Repairs Project** completed by Andy's Roofing Company, Inc., with all work approved and budgeted by the Governing Board, and the District will file the Notice of Completion with the County of Alameda; and

*WHEREAS*, the following work was completed:

<b>Contractor</b>	<b>Description of Work</b>	<b>Cost</b>
Andy's Roofing Company, Inc.	Original Bid	\$ 1,489,179.00
Change Order #01		\$ 5,245.81
		<b>\$ 1,494,415.81</b>

*NOW, THEREFORE, BE IT RESOLVED*, that the Governing Board hereby ratifies the Notice of Completion.

*PASSED AND ADOPTED* by the following vote this 16<sup>th</sup> day of April, 2024:

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

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

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

\_\_\_\_\_  
Jennifer Williams, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District

Recording Requested By:  
Alameda Unified School District  
2060 Challenger Drive.  
Alameda CA 94501

Attention:  
Shariq Khan, Assistant Superintendent,  
Business Services

GOVT Code 27383-No Fee

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**NOTICE OF COMPLETION**  
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is Alameda Unified School District
3. Owner's address is 2060 Challenger Drive, Alameda CA 94501.
4. The nature of Owner's interest in the Project is:  

X Fee OwnershipLesseeOther:
5. Construction work (the "Project") was performed on Owner's behalf is generally described as follows: Various School Site Roof Replacements
6. The name of the original Contractor for the Project is: Andy's Roofing Co.
7. The Project was completed on: December 7, 2023
8. The Project is located at:
  - a. Edison Elementary: 2700 Buena Vista Ave, Alameda CA 94501
  - b. Ruby Bridges Elementary: 351 Jack London Ave, Alameda CA 94501
  - c. Franklin Elementary: 1433 San Antonio Ave, Alameda CA 94501
  - d. Longfellow School: 500 Pacific Ave, Alameda CA 94501
  - e. Love Elementary: 2025 Santa Clara Ave, Alameda, CA 94501

Verification:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place Behalf of Owner

\_\_\_\_\_  
Signature of Person Signing on

Shariq Khan, Assistant Superintendent,  
Business Services  
\_\_\_\_\_  
Print Name and Title

NOTICE OF COMPLETION

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

<b>Item Title:</b>	Update on School Level Initiatives to Support African American Achievement at Earhart Elementary School (20 Minutes/Information)
<b>Item Type:</b>	Information
<b>Background:</b>	<p>AUSD continues to share the struggle of many school districts when it comes to serving all of our students effectively. That is, we continue to see differences in outcomes and opportunities for students in our system, differences that correlate to factors like race, disability, and housing status. This pattern warrants both our sustained attention and a sustained effort to disrupt.</p> <p>It is our belief that through collective action we can disrupt and change the outcomes we are seeing for our African American students.</p> <p>In May 2023, leaders from Ruby Bridges Elementary, Wood Middle, and Encinal Jr. &amp; Sr. High School presented their plans for particular programs and strategies to support achievement for our African American students. Since then, Alameda High School, Lincoln Middle School, and Love Elementary have each made similar presentations to the Board of Education on October 24, 2023, February 13, 2024, and February 26, 2024, respectively.</p> <p>Tonight, leaders from Earhart Elementary School will share information about their site plans to support achievement for our African American students with the Board. Subsequent presentations on this topic will come to the Board throughout the 2023-2024 school year.</p>
<b>AUSD LCAP Goals:</b>	1. Eliminate barriers to student success and maximize learning time.  2a. Support all students in becoming college and career ready.  3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.  4. Ensure that all students have access to basic services.
<b>Fund Codes:</b>	
<b>Fiscal Analysis</b>	
<b>Amount (Savings) (Cost):</b>	N/A
<b>Recommendation:</b>	This item is presented for information only.
<b>AUSD Guiding Principle:</b>	#1 - All students have the ability to achieve academic and personal success.  #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.  #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.  #4 - Parental involvement and community engagement are integral to student success.  #5 - Accountability, transparency, and trust are necessary at all levels

of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles. | #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:**

Tanya Harris, Director of Elementary Education and Bryan Dunn-Ruiz, Principal, Earhart Elementary

---

**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▢	Presentation_Update on African American Achievement at Earhart Elem_4.16.24	4/9/2024	Presentation

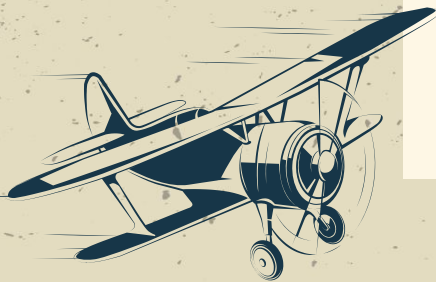
**ALAMEDA UNIFIED SCHOOL DISTRICT**  
Excellence & Equity For All Students



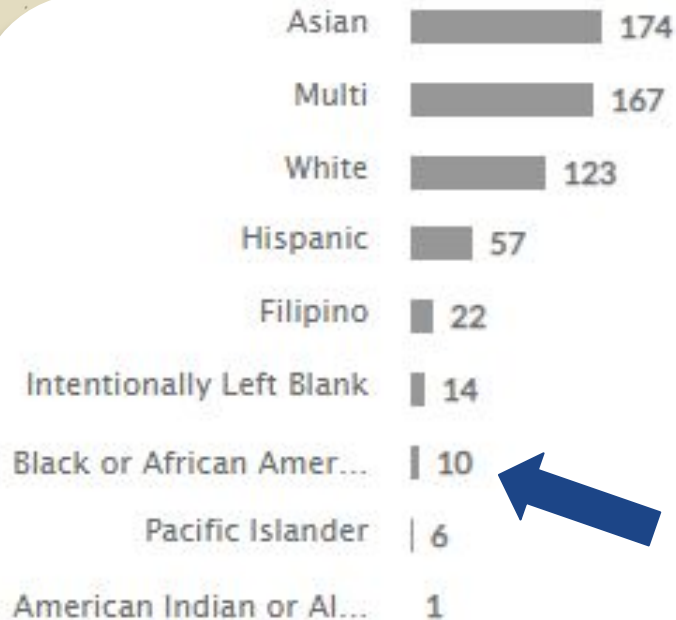
# *Update on School Level Initiatives to Support African American Achievement at Earhart Elementary School*

**Bryan Dunn-Ruiz, Principal  
Shelby Washington, Parent**

**April 16, 2024**



# Earhart Demographics



24 of our Multi-Ethnic students identify themselves as Black/AA for at least one of their ethnicities

10 Students  
1.74% of student population

# Earhart Demographics

Asian	174
Multi	167
White	123
Hispanic	57
Filipino	22
Intentionally Left Blank	14
Black or African Amer...	10
Pacific Islander	6
American Indian or Al...	1

34 Students identify as  
Black/African American  
5.92%  
(currently one of the lowest %'s of  
Black/African American students in AUSD)

# Earhart Demographics



- 34 Black/African American students in grades TK - 5th
  - Total of 574 students (the largest elementary school and the 5th largest school in AUSD)
- 4 Black/African American students with IEP's (currently attending one of our two SDC classes at Earhart)
- 19 out of 20 2nd - 5th grade Black/African American students are meeting or exceeding AUSD STAR ELA and Math benchmark standards





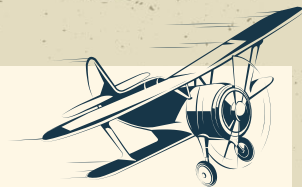


# Earhart SPsA Goal: 23-24

If we build teachers' competency around facilitating **small group instruction** - specific to running targeted reading, math and designated ELD small groups **during RTI** block periods in order to meet the needs (**accelerate the growth**) of our students that are **scoring 25% percent or below on STAR reading and math**.

Then 75% students will meet or exceed the district STAR growth goals in the content area in which they received targeted small group instruction.

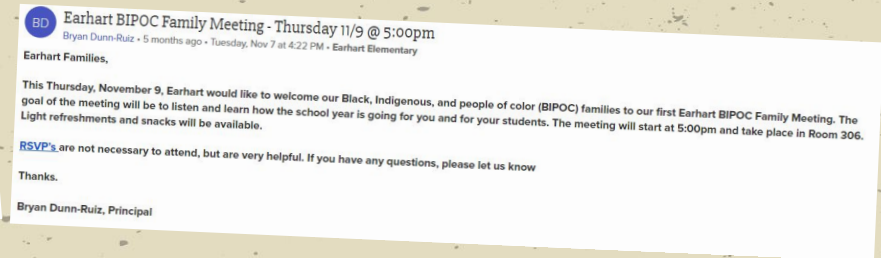
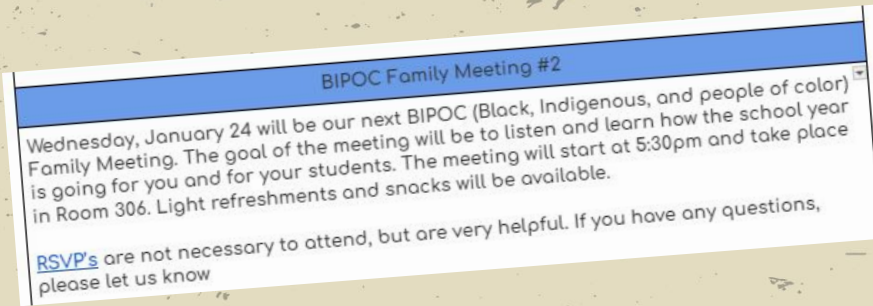
# Earhart SPSA Goal



- Earhart academic performance data is outstanding.
  - Overall 74% scored proficient or advanced in ELA
  - Overall 80% scored proficient or advanced in Math
- RTI messaging is that a rising tide lifts all boats.
- RTI has allowed our staff to deepen our focus on students that are most in need.
- Black/African American students are *not* the most in need of extra academic supports. Most are meeting or exceeding district and state benchmarks.
- 5 out of 5 current AA students scored proficient or advanced in both ELA & Math on the 2023 CAASPP/SBAC.

# Supporting African American Achievement

- Black, Indigenous, and People of Color (BIPOC) Family Meetings
- Two meetings so far this year (11/9, 1/24, next scheduled for 5/13)
- Create a space for dialogue, questions, ideas, feedback
- Goal is to create a partnership with African American families
- Build community in and between families and the school



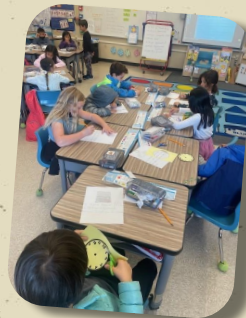
# *Earhart Parent: Shelby Washington*

- Parent of Earhart Kindergartner
  - Emailed questions and concerns about being the only one in the class - email demographics
- Anecdotal evidence about previous families' experiences at Earhart
- Concern about the community and level of support for Black families
- Started a dialogue about how to support AA families

# *Black and Mixed Family Meetings*

Black and Mixed Families Meetings opened dialogue on:

- Curriculum
- Teacher alignment/autonomy
- Teacher bias and comfort talking about race
- Black History Month conversation





# *Actions and Outcomes*



- Renamed BIPOC to Black and Mixed Families
- Formed Konstella Social Group for Black and Mixed Families to connect
- Introduced Ruby Bridges Walk to School Day
- Reframed Black History Month





# Black History Month



"AUSD is continuing to acknowledge and celebrate Black History Month. The theme this year is **honoring Black Authors and Artists**. Each school should find their own creative way to highlight Black Authors and/or Artists. In the past, schools have done door decorations, and read daily "Did You Know" Facts, assemblies, etc..."

The above language plus conversations at our meetings led to reframing of Black History Month at Earhart as a celebration of important and influential African Americans.

# *Actions and Outcomes*

## February 28th meeting with Prospective Black & Mixed Families

- 5 prospective Earhart/AUSD families
- How Earhart will support their child
- Curriculum
- Discipline (School to Prison Pipeline)
  - Restorative Practices - harm & repair
  - GreatSchools data follow up questions





# *Next Steps and Support*

- Continue the conversation. The conversation has just begun at Earhart.
- Incorporate into the school day rather than outside/extra curricular.
- Expand outreach to include more families (Not just Black and mixed families).



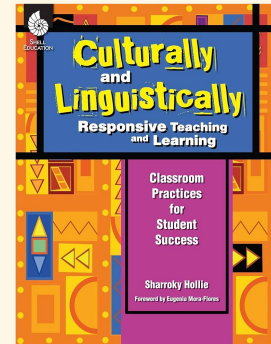
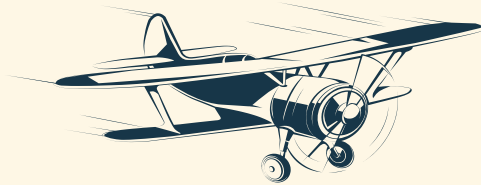
# Next Steps and Support, cont...

"We are an **actively anti-racist** teaching and learning organization that empowers each and every student to make progress towards college and career during and post-COVID."

- From the AUSD Instructional Focus

My Ask: That AUSD provide mandatory (not voluntary) professional development around culturally responsive practices so that all teachers/staff know to better support students in our classrooms and can work towards interrupting and disrupting patterns of inequities.

AUSD			
Alameda Unified School District Instructional Focus			
We are an actively anti-racist teaching and learning organization that empowers each and every student to make progress towards college and career during and post-COVID.			
<b>Student level goals</b> (action content, aligned to Graduate Profile)	Participate in experiential learning such as investigations, inquiry, modeling thinking, and taking local action.	Read, think, talk, and write about complex texts every day.	Establish and maintain healthy and rewarding relationships with diverse individuals and groups.
<b>Teacher priority practices</b> (action content)	Teachers use grade-level priority standards, texts, and tasks for all Tier 1 instruction.	Teachers design frequent student task opportunities that support meaning-making, critical thinking, writing, and academic language practice in service of grade-level standards.	Teachers build positive relationships with and among our students to create the conditions for learning.
<b>Leadership Practices</b>	School Leadership collaboratively monitors curricular implementation to ensure balance, rigor, and equitable outcomes aligned to state and district standards and school vision.	School Leadership collaboratively creates systems that support teachers to design student task opportunities to support meaning-making, critical thinking, writing, and academic language practice in service of grade-level standards.	School Leadership collaborates with and builds capacity of individuals and teams to implement school systems that ensure strong relationships among students and between adults and students, and a sense of belonging for all students in service of the school's vision for learning.
<b>District Goals</b>	We keep equity and regional context at the forefront of all decisions on what and how to teach students.	We maximize interaction and independence in student learning experiences.	We integrate social-emotional and trauma-informed approaches as the foundation for learning experiences.
<b>Conditions for Adult Learning</b>	We learn by collaborating, planning, doing, and reflecting.	We have space to be curious, self-reflective, and make meaning.	Collect and participate in the collection of data and feedback to refine and provide timely information and make informed decisions.





# *Thank You*

## *Board Discussion*



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Continued Discussion of AUSD's Secondary Math Program: Moving Toward an Integrated Pathway (10 Mins/Information)

**Item Type:** Information

**Background:** At the February 27th Board of Education meeting, Superintendent Scuderi gave the Board and public information on AUSD's Secondary Math Program. His presentation provided information on current district policies and goals which include:

- Increase overall math performance
- Have students make meaning with mathematics and see it in real life contexts
- Ensure access and pathways to higher level math classes
- Increase numbers of underrepresented students in higher level math classes

Tonight, staff return with a further update to Superintendent's Scuderi's presentation from February 27th. The presentation will include:

- Goals and Vision for the AUSD Math program grades 8-12
- Developments in Math with a brief history of Math pre and post COVID
- Current Math performance and student voice through student survey
- Next steps to introducing new pathways for accessing higher level math courses

At the May 14th Board of Education Meeting, staff will return with their recommendation for a new High School Math Curriculum and seek the Board's approval for adoption.

**AUSD LCAP Goals:** 2a. Support all students in becoming college and career ready.| 4. Ensure that all students have access to basic services.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Recommendation:** This item is presented for information and will return to the Board for approval at a subsequent meeting.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #4 - Parental involvement and community engagement are integral to student success.

**Submitted By:** Kirsten Zazo, Asst. Supt. of Ed. Services and Vernon Walton Ed.D.,  
Director, Secondary Education

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
	Presentation: Secondary Math		
▣	Program_Moving Towards an Integrated Pathway_4.16.24	4/9/2024	Presentation
▣	AUSD's Secondary Math Program_2.27.24	2/27/2024	Presentation



# **Secondary Math Program: Moving Towards an Integrated Pathway**

Pasquale Scuderi, Superintendent  
Kirsten Zazo, Asst. Superintendent of Educational Services  
Vernon Walton, Ed.D., Director of Secondary Education  
Lise Needham, TSA - Secondary Math Coach

April 16, 2024

# Agenda

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1. Goals and Vision
2. Developments in Math
3. Math Performance and Student Voice
4. Next Steps

# District Goals

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1. Increase overall math performance
2. Have students make meaning with mathematics and see it in real life contexts
3. Ensure access and pathways to higher level math classes
4. Increase numbers of underrepresented students in higher level math classes



# AUSD's Math Instructional Vision

---

Our goal is to develop our students' abstract and quantitative reasoning abilities, and their ability to communicate their thinking, as they master rigorous, grade-level mathematics.

To do this, our instruction needs to center effective math teaching practices, including meaningful tasks that promote reasoning and problem solving, academic discourse around purposeful questions, and connecting multiple mathematical representations.

[AUSD Secondary Math Instructional Guidance 2022](#)

# AUSD's Vision in the Classroom

---

- Students engage with peers in problem-based lessons structured around core ideas
- Teachers provide instruction that develops student reasoning and problem solving skills through meaningful interactions and mathematical discourse
- Teachers lead students to synthesize and consolidate understanding in the context of formal mathematics and academic vocabulary through key closure routines

# Current AUSD Math Pathway

---

6th	7th	8th	9th	10th	11th	12th
Math 6	Math 7	Algebra 1*	Geometry	Algebra 2	Precalculus or Statistics	Calculus or Statistics
		Math 8	Algebra 1	Geometry	Algebra 2	Precalculus or Statistics

*\*8th grade Algebra 1 is the only acceleration point*

# New AUSD Math Pathway

6th	7th	8th	9th	10th	11th	12th
Math 6	Math 7	Integrated 1	Integrated 2	Integrated 3	Precalculus	AP Calculus AB or AP Statistics
				Integrated 3 with Precalculus <i>compacted</i> (new course for 2025-26)	AP Calculus AB or AP Statistics	AP Calculus BC or AP Statistics
		Math 8	Integrated 1	Integrated 2	Integrated 3	Precalculus or Statistics
					Integrated 3 with Precalculus <i>compacted</i> (new course for 2025-26)	AP Calculus AB or AP Statistics

*New course combining Integrated 3 and Precalculus standards will be second option for acceleration to be offered in 2025-2026*

# The Integrated Pathway

---

- The Integrated and Traditional pathways are outlined in the California's common core standards and math framework
- They are identical in terms of content, A-G requirements, and college admissions
- The only difference is the order of the units of study
- Students benefit as they don't have a year gap between Algebra 1 and Algebra 2
- Rigor in our math classrooms depends on teachers' instructional practices and our curriculum, not the pathway

# A Brief Recent History of AUSD Math

---

- PreCovid
  - Dated math materials
  - Teachers developing AUSD Math Instructional Best Practices
  - SVMl Consortium
- 2020 - 2021(during distance learning)
  - MS adoption process

# A Brief Recent History of AUSD Math, cont...

---

- 2021 - 2022
  - MS teachers piloted 3 leading curriculums
  - Math Task Force formalized AUSD Secondary Math Instructional Guidance
  - First 2-day Summer Math Institute focused on best practices, math modeling software, and key standards articulation

# A Brief Recent History of AUSD Math, cont...

---

- 2022 - 2023
  - MS implements Carnegie Learning math with professional learning and collaboration support
  - HS adoption committee began curriculum discovery process
  - SVMl coaching at AHS and EHS
  - AUSD awarded Anti Bias grant focused on Algebra 1 success for underrepresented students
    - Summer Algebra Recovery program
    - AUSD/SVMl 3-day Institute, 16 teachers explored transformative teaching practices to support student success



# A Brief Recent History of AUSD Math, cont...

- 2023 - 2024
  - Curriculum training for 14 pilot teachers
  - 2-day collaboration for 8 MS teachers to connect the new math framework, the standards, and the curriculum
  - HS pilot included 14 teachers and 250+ students
  - Surveyed 1,000+ secondary math students
  - Wednesday PLCs devoted to math

# AUSD Math Testing Performance

---

- SBAC performance in the top 25% of districts in the state
- Have not recovered to pre-pandemic levels
- In 2015 - 2019 performance was essentially flat
- Continue to experience a drop from 8th grade to 11th grade

# Student Voices

---

- Surveyed secondary math students across the district in February/March
- 1,053 responses, 587 middle school, and 466 high school
- Asked questions about their experience in their math classroom, their curricular materials, and their beliefs and feelings about math
- Evidence that the teachers, the instructional practices, and the pilot curriculum are having a positive impact on students

# Survey of Secondary Math Students

Beliefs and Feelings about Math	% of students responding agree/strongly agree with the statement		
	Middle School n = 587	High School Pilot n = 256	HS Traditional n = 238
I'm learning math this year	78	82	65
I enjoy my math class	34	62	37
I am doing well on quizzes and tests	70	72	41
I try my best	78	81	67
My teacher cares about my learning	74	92	76

# Survey of Secondary Math Students

Focal Instructional Strategies	% of students responding that this happens in their classroom often or always		
	Middle School n = 587	High School Pilot n = 256	HS Traditional n = 238
Collaborative group work	42	88	50
Teacher explains the math to the whole class	82	89	81
Academic discourse routines	49	81	54
Synthesis and closure routines	38	60	38

# Move to the Integrated Math Pathway

---

- Request for investigating Integrated Pathway came from teachers in the pilot
- Committee summarized research and implementation considerations and shared with all high school math teachers
- Surveyed high school math teachers, 13 of 16 who responded indicated they supported adopting an integrated pathway

# What is the Integrated Pathway?

---

- The Integrated and Traditional pathways are outlined in the California's common core standards and math framework.
- They are identical in terms of content, A-G requirements, and college admissions
- The only difference is the order of the units of study
- Rigor in our math classrooms depends on teachers' instructional practices and our curriculum, not the pathway

# How Integrated Pathway Benefits Students

---

- Research shows spiraling provides more time for students to consolidate and deepen their understanding
- Students benefit as they don't have a year gap between Algebra 1 and Algebra 2
- Students spend more time in Integrated 1 connecting linear functions with real world applications which develops a stronger conceptual foundation and problem solving skills
- The new California Math Framework highlights the need for student proficiency in data, probability, and statistics. These are woven throughout the Integrated Pathway



# Current AUSD Math Pathway

6th	7th	8th	9th	10th	11th	12th
Math 6	Math 7	Algebra 1*	Geometry	Algebra 2	Precalculus or Statistics	Calculus or Statistics
		Math 8	Algebra 1	Geometry	Algebra 2	Precalculus or AP Statistics

*\*8th grade Algebra 1 is the only acceleration point*




# New AUSD Math Pathway

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*New course combining Integrated 3 and Precalculus standards will be second option for acceleration to be offered in 2025-2026*

# Implementation of the Integrated Pathway

---

- No impact on master schedule next year except name changes
- No impact on student placement next year
  - Algebra 1  Integrated 1
  - Geometry  Integrated 2
  - Algebra 2  Integrated 3
- Teacher committee will design the compacted Integrated 3 / Precalculus class during the 2024-25 school year for introduction in 2025-26

# Next Steps

---

- More communication about proposed new curriculum with students and families at the Community Curriculum Advisory Committee meeting on May 2, 6:00-7:30 pm, via teams
- Adoption Committee will present their recommendations to the Board on May 14, 2024

## Board Discussion

# **A BRIEF UPDATE ON MIDDLE AND HIGH SCHOOL MATHEMATICS**

**FEBRUARY 27, 2024  
PASQUALE SCUDERI, SUPERINTENDENT**

# AGENDA

- Short primer on some current actions and policies and goals
- More detailed presentation later in the spring

# AN UNCOMPLICATED VISION

- Increase overall math performance
- Have students make meaning with mathematics and see it in real life contexts
- Ensure access and pathways to higher level math classes
- Increase numbers of underrepresented students in higher level math classes



# ALGEBRA 1 REMAINS AN OPTION FOR 8TH GRADERS

No plan to eliminate 8th grade algebra as an option

*Longer* term concepts under exploration are more integrated pathways grades 8-12

- Would still allow for acceleration in 8th
- Could include an integrated 3/Pre calc compacted class
  - Provides pathway to Calculus or AP Stats for all students *without* the need to:
    - Take courses outside district
    - Enroll in more than one math course at a time

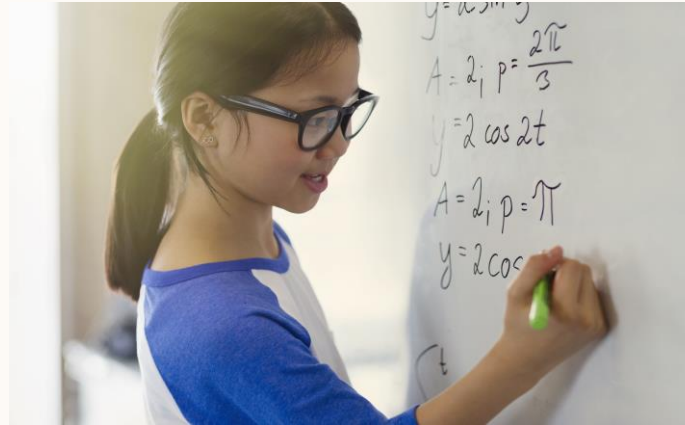


*Additional details on these concepts will be presented to the Board for information later this spring.*

# ALGEBRA 1 REMAINS AN OPTION FOR 8TH GRADERS

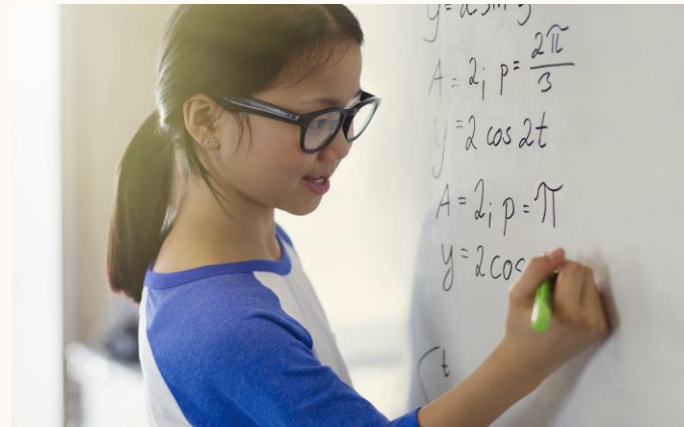
## Criteria:

1. A's in their 6th and 7th grade math classes
2. Score 3 or a 4 on the 6th grade math SBAC taken Spring of 2023
3. Percentile rank above 85 on the district wide Star Math assessment
4. Score of 80% or higher on the 7th grade common assessments
5. Score of 80% or higher on the Math Diagnostic Testing Project's (MDTP) Readiness for Algebra 1 placement test



# ALGEBRA 1 REMAINS AN OPTION FOR 8TH GRADERS

- All students who meet 5 out of 5 criteria for algebra readiness (listed on previous slide) get a seat in an algebra 1 section.
- If, for example, there are 10 students who meet the algebra 1 readiness criteria, and not enough space in the sections, we create an additional section, and fill the section with students who met 4 out of the 5 criteria.
- We select students who met 4 out of the 5 criteria by taking a holistic look at their scores.



# UNIVERSAL ACCELERATION? A LONGER-TERM DISCUSSION?

- Some research shows completion of advanced math courses increases significantly in all groups (with significant supports)
- Requires significant investment of time, resources, and staffing
- Summer or additional preparations would be required
- Alteration of master schedules to include a universal support periods (in a way that does not limit elective options of struggling students)

# MATH TASK FORCE

- Analyze data, prioritize trends, and design actions to increase the number of AUSD students, particularly our traditionally underserved students, who complete A-G requirements in math

# MATH TASK FORCE

**Reviewing data and data disparities: STAR, SBAC, High School Pass Rates**

Review and consideration of future math pathways

Curriculum Adoptions: PILOT COMMITTEE:

K-5: Year 2 of Eureka Squared

6-8: Year 2 of Carnegie Learning

9-12: Currently piloting 2 potential curricula:

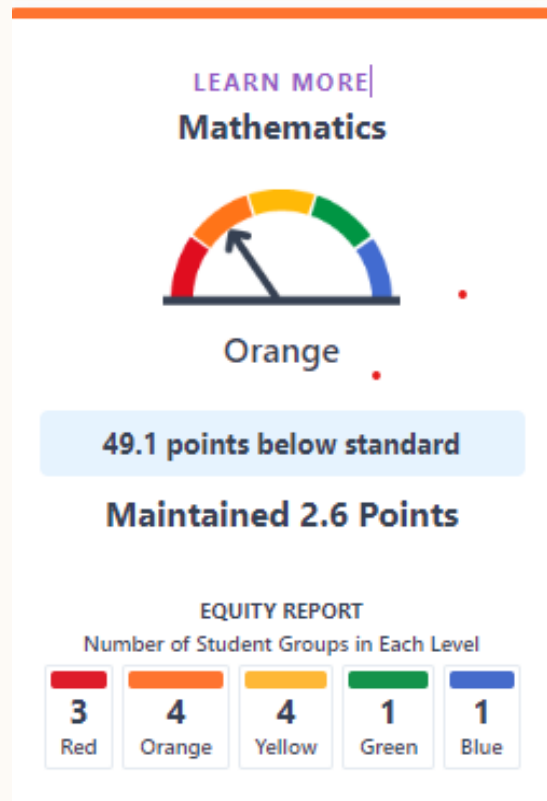
- CPM (formerly College Preparatory Mathematics)
- Open Up Resources (formerly Math Vision Project)

# ELEMENTARY WORK

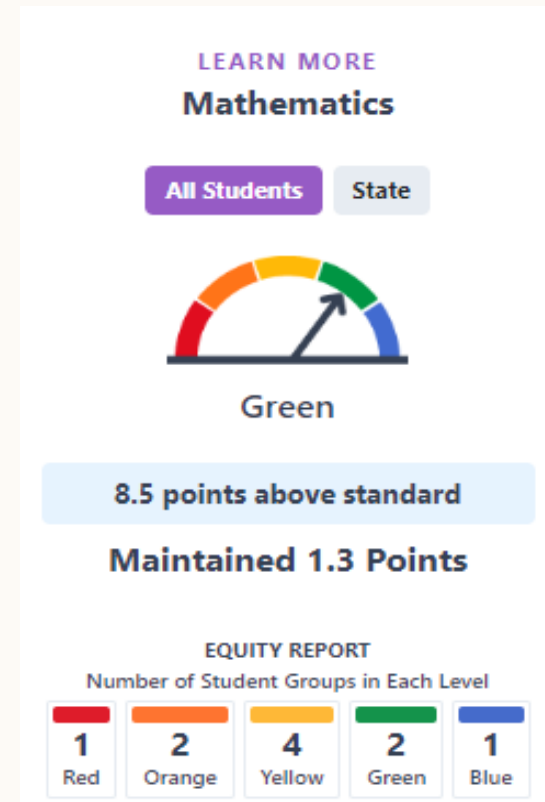
- **Math Teacher Leaders- K, 2nd, 3rd, 5th**
  - Provide support for implementation of Eureka Squared (year 2)
  - Create newsletters for each module (instructional guidelines, suggestions and best practices.)
  - Support for new teachers
  - Facilitate after school collaborations (Gamify-Fact Fluency through Games and Math IABs)
  - Help facilitate district-wide professional development
- **Math Intervention Program for RTI and after school programs**
  - Do the Math Kits (Marilyn Burns program) to be used during RTI for 1st-5th grade
  - Check out system (17 teachers have checked out intervention kits at 7 sites)
  - Instruction includes computation and problem solving through partner activities, games and direct instruction.

# STATE COMPARISONS

All California



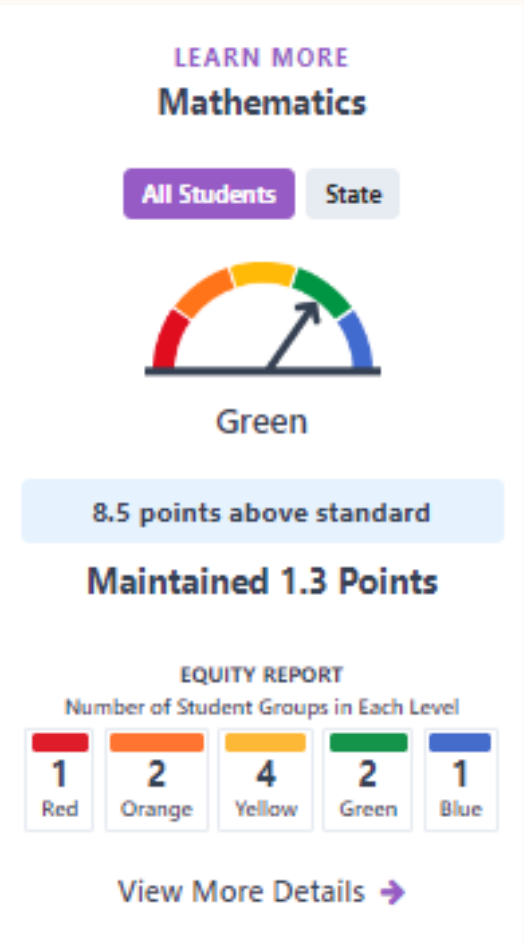
AUSD





# Math\*

The average distance from meeting the standard on the Math State Assessment (SBAC or CAA)



LEVEL	DECLINED SIGNIFICANTLY <small>from Prior Year (by 15.1 points or more)</small>	DECLINED <small>from Prior Year (by 3.0 to 15.0 points)</small>	MAINTAINED <small>from Prior Year (declined increased by 2.9 points or fewer)</small>	INCREASED <small>from Prior Year (by 3.0 to 14.9 points)</small>	INCREASED SIGNIFICANTLY <small>from Prior Year (by 15.0 points or more)</small>
VERY HIGH (HIGHEST STATUS) <small>+35.0 points or more in Current Year</small>	Green (None)	Green (None)	Blue (None)	Blue ▪ Asian	Blue (None)
HIGH <small>0.0 to +34.9 points in Current Year</small>	Green (None)	Green (None)	Green ▪ All Students (District Placement) ▪ White	Green ▪ Two or More Races	Blue (None)
MEDIUM <small>-0.1 to -25.0 points in Current Year</small>	Yellow (None)	Yellow ▪ Filipino	Yellow (None)	Green (None)	Green (None)
LOW <small>-25.1 to -95.0 points in Current Year</small>	Orange ▪ English Learners	Orange ▪ Hispanic	Orange (None)	Yellow ▪ Socioeconomically Disadvantaged ▪ African American	Yellow ▪ Homeless
VERY LOW (LOWEST STATUS) <small>-95.1 points or fewer in Current Year</small>	Red (None)	Red ▪ Students with Disabilities	Red (None)	Orange (None)	Orange (None)

Note: Because the local control funding formula (LCFF) treats charter schools as districts, they are not displayed on their district's Placement report. (The only exception to this rule is when a district oversees only charter schools.)

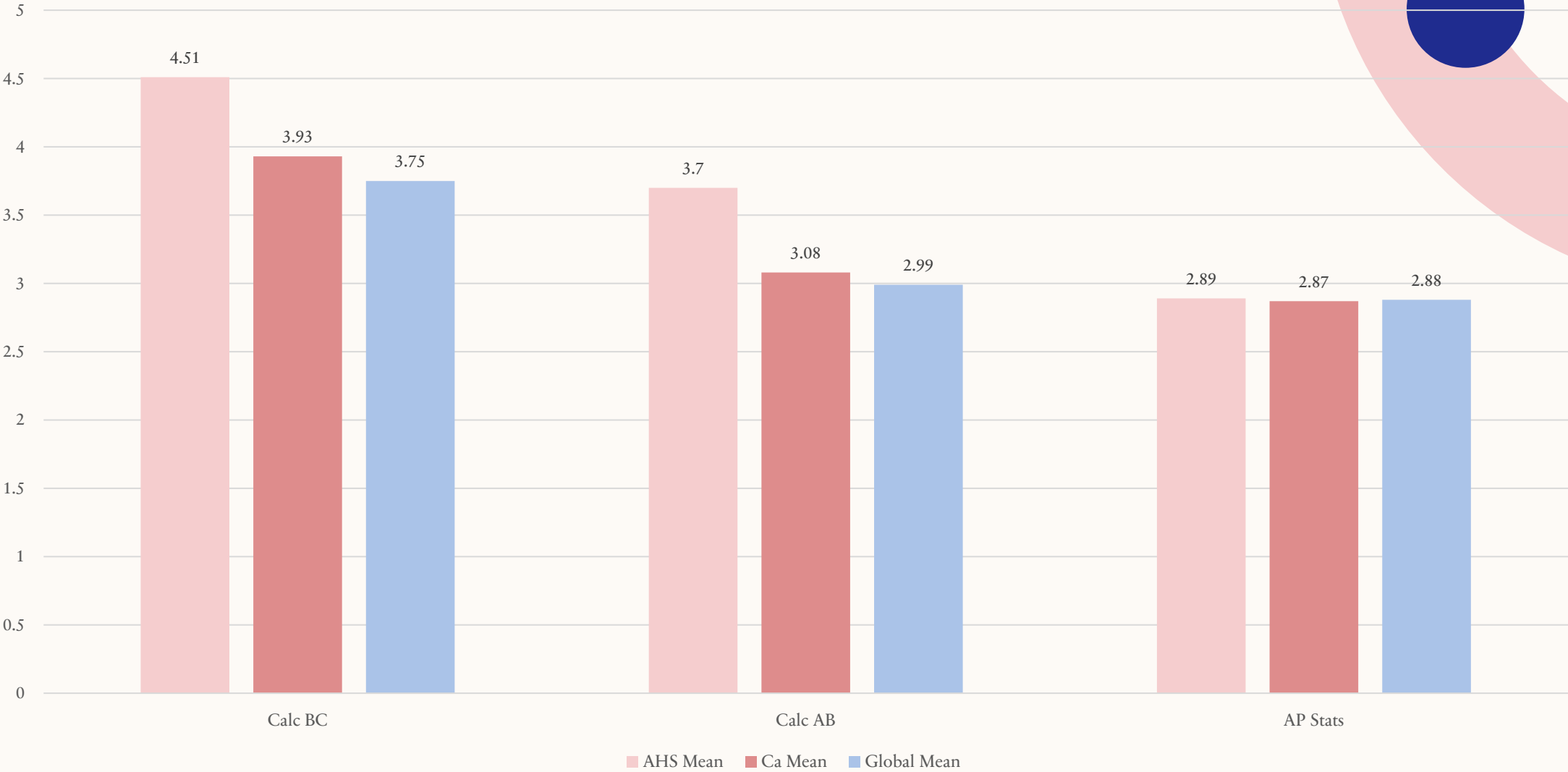
Viewing the district 5x5 tables by school type adds cut scores to the status and change labels, however, the district placement may not be held to the school type cut scores shown. District placement is kept on the 5x5 table for reference purposes only.

Total Number of Student Groups in Each Performance Level

All Student Groups	Red	Orange	Yellow	Green	Blue
10	1	2	4	2	1

\*A more in-depth analysis of the State Assessments was presented to the public at the October 24, 2023

# AHS AP MATH SCORES SPRING 2023



SOURCE: The College Board AP Results

**QUESTIONS/  
COMMENTS?**

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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<b>Item Title:</b>	Alameda Unified School District Bond Oversight Committee Annual Report for 2022-2023 (10 Mins/Information)
<b>Item Type:</b>	General Business
<b>Background:</b>	<p>An election was held in the Alameda Unified School District (“District”) on November 4, 2014 (the “Measure I”) for the issuance of up to \$179,500,000 of general obligation bonds. Additionally, an election was held in the District on June 7, 2022, for the issuance of \$298,000,000 of general obligation bonds (the “Measure B”).</p> <p>Each of Measure I and Measure B was approved under Proposition 39, requiring that the District establish, populate and empower an independent citizens’ bond oversight committee.</p> <p>At their September 13, 2022, meeting, through Resolution No. 2022-2023.06, the Board expanded the responsibilities of the Measure I Committee to include the review of expenditures of both Measures I and B bond proceeds and approved Amended and Restated Bylaws. These set forth these expanded powers and responsibilities and directed the district to advertise for additional at-large members.</p> <p>The Committee's purpose is to inform the public about the expenditures and uses of each bond’s proceeds, and its legal charge is to actively review and report on the expenditures of taxpayer money for school improvements and construction. As such, this evening the committee will present their report on the Bond Program for the 2022-2023 Fiscal Year.</p>
<b>AUSD LCAP Goals:</b>	4. Ensure that all students have access to basic services.
<b>Fund Codes:</b>	21 Building – Bond Fund
<b>Fiscal Analysis</b>	
<b>Amount (Savings) (Cost):</b>	
<b>Recommendation:</b>	This item is presented for information only.
<b>AUSD Guiding Principle:</b>	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.  #6 - Allocation of funds must support our vision, mission, and guiding principles.
<b>Submitted By:</b>	Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

- ▣ 2022-23 BOC Annual Report
- ▣ Presentation

4/4/2024  
4/4/2024

Backup Material  
Presentation



The background of the entire page is a photograph of a modern school building with a large, well-maintained green lawn in the foreground. The building has multiple stories with large windows and a covered walkway. The sky is blue with some light clouds. In the top left corner, there are some green leaves from a tree or shrub.

CITIZENS' BOND OVERSIGHT COMMITTEE

# 2022-2023 ANNUAL REPORT

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ALAMEDA UNIFIED SCHOOL DISTRICT

Presented to the Board of Education on April 16, 2024

AUSD

ALAMEDA UNIFIED SCHOOL DISTRICT

EXCELLENCE & EQUITY FOR ALL STUDENTS



# LETTER FROM THE VICE-CHAIR

Dear Community Members,

The district has two citizen-approved bond programs. Measure I is a \$179.5 million bond that was approved by voters in November of 2014, and Measure B is a \$298 million bond approved by voters in June of 2022.

Both Measure I and Measure B were approved under Proposition 39, requiring that the district establish, populate, and empower an independent Citizens' Bond Oversight Committee. In 2015, the Board of Education established an independent Citizens' Oversight Committee in connection with Measure I. At the September 13, 2022, meeting, through Resolution No. 2022-2023.06, the Board expanded the responsibilities of the Committee to include the review of expenditures of both Measures I and B bond proceeds and approved Amended and Restated Bylaws. These set forth these expanded powers and responsibilities and directed the district to advertise for additional at-large members.

On May 23, 2023, the Board approved the appointment of three members to be seated for the 2023-2024 Committee:

Jennifer Bullock - At-Large #4

Neil Dandavati - Parent/Guardian of Child Enrolled in District & Active in a PTA

Mike McMahon - At-Large #3

The Committee's purpose is to inform the public about the expenditures and uses of each bond's proceeds, and its legal charge is to actively review and report on the expenditures of taxpayer money for school improvements and construction.

The Committee meetings are open meetings, and the public is welcome and encouraged to attend. The meeting schedule, meeting minutes, and other pertinent information about the Committee and the Bond Programs can be found on the [Alameda Unified School District website](#).

Based on our review and observations, the Citizens' Bond Oversight Committee finds that the District's bond programs are compliant with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution and that funds are being used for the purposes specified in the ballot language of each bond.

As the Vice-Chairperson of the Alameda Unified School District's Citizens' Bond Oversight Committee, it is my pleasure to present the Committee's annual report.

Sincerely,

Sarah Olaes

*Citizens' Bond Oversight Committee Vice-Chair*

*February 5, 2024*

## PURPOSE OF THE COMMITTEE

Consistent with the requirements of Proposition 39, the Bond Oversight Committee (BOC) monitors expenditures of Measure I and Measure B.

The BOC provides the oversight as determined in both the voter-approved bond measures and as directed by Proposition 39. Proposition 39 has specific requirements of the Board of Education, particularly the establishment of a citizens' oversight committee.

In general terms, the BOC reviews bond program expenditures and outside audits to make sure the will of the voters is strictly followed in accordance with the wording of the original ballot measure. The BOC is charged with being the eyes and ears of the community, and this responsibility is taken very seriously by the committee members.

### 2022-2023 COMMITTEE MEMBERSHIP

**Don Sherratt, Chair** †  
*Senior Citizen*

**Sarah Olaes, Vice-Chair**  
*At-large #1*

**John C. Baum**  
*Parent in Alameda*

**Caroline Brossard**  
*At-large #2*

**Liana Hamilton**  
*Business Representative*

**Rohit Reddy**  
*Taxpayers' Organization  
Representative*

† On July 10, 2023 long-standing oversight committee member Don Sherratt passed away. Don was a dedicated committee chair since its inception in 2015, and served the committee, the district, and the Alameda community earnestly. He is missed.



# FISCAL YEAR 2022-2023 PROCEEDINGS

## COMMITTEE MEETINGS

The BOC may meet four times a year, and not more than once per quarter, as prescribed by the bylaws.

In 2022-2023, the BOC met on October 12, 2022 and March 23, 2023.

At each meeting, the District's staff answered BOC questions and updated project schedules and current financial reporting.

## ANNUAL AUDIT

The audit firm Moss Adams audited fiscal year 2022-2023 and concluded that the financial statements prepared by the District present fairly the financial position of the Measure I and Measure B – General Obligation Bond Building Funds as of June 30, 2023.

At the January 9, 2024, meeting of the Board of Education, Arthur Ngo, from Moss Adams, presented the Measure I and Measure B bond financial and performance audit to the Board. The Board took action and approved the audit. The same audit was presented to the BOC at the February 5, 2024 meeting as an information item.





# AUTHORIZED ACTIVITIES

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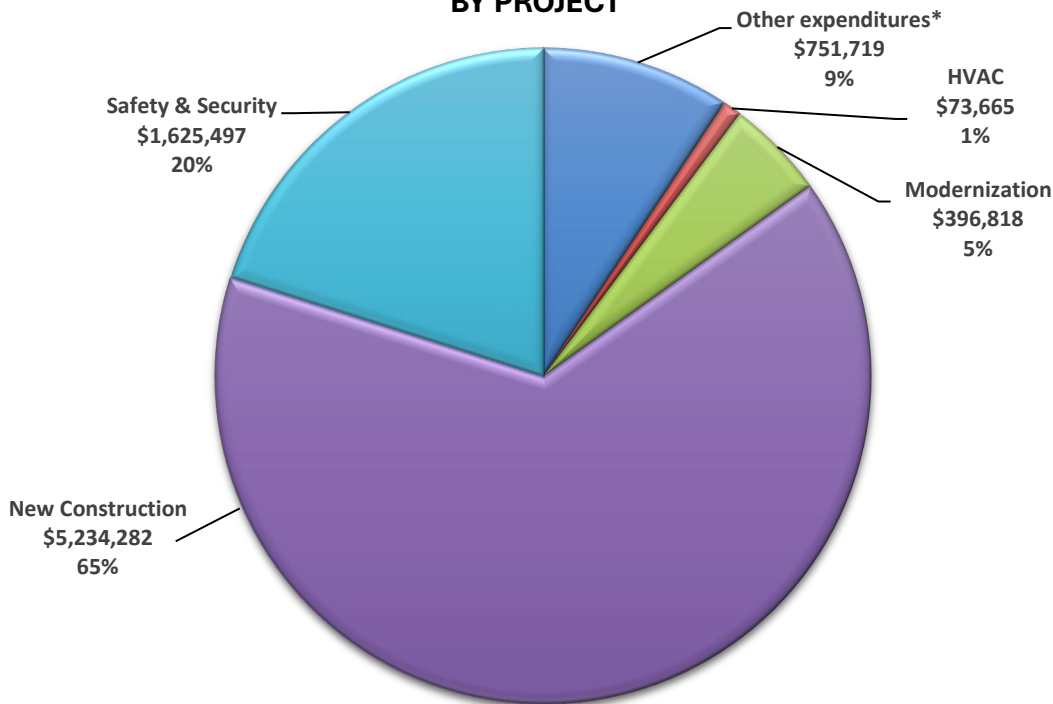
Receive copies of the District's annual, independent performance audit	✓
Inspect District facilities and grounds for which bond proceeds have been or will be expended	✓
Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures	✓
Receive from the Board, within three months of the District receiving the audits, responses to any and all findings, recommendations, and concerns addressed in the audits, and review said responses	✓ No audit findings, recommendations or concerns



# 2022-2023 FY – Measure I EXPENDITURE SUMMARY

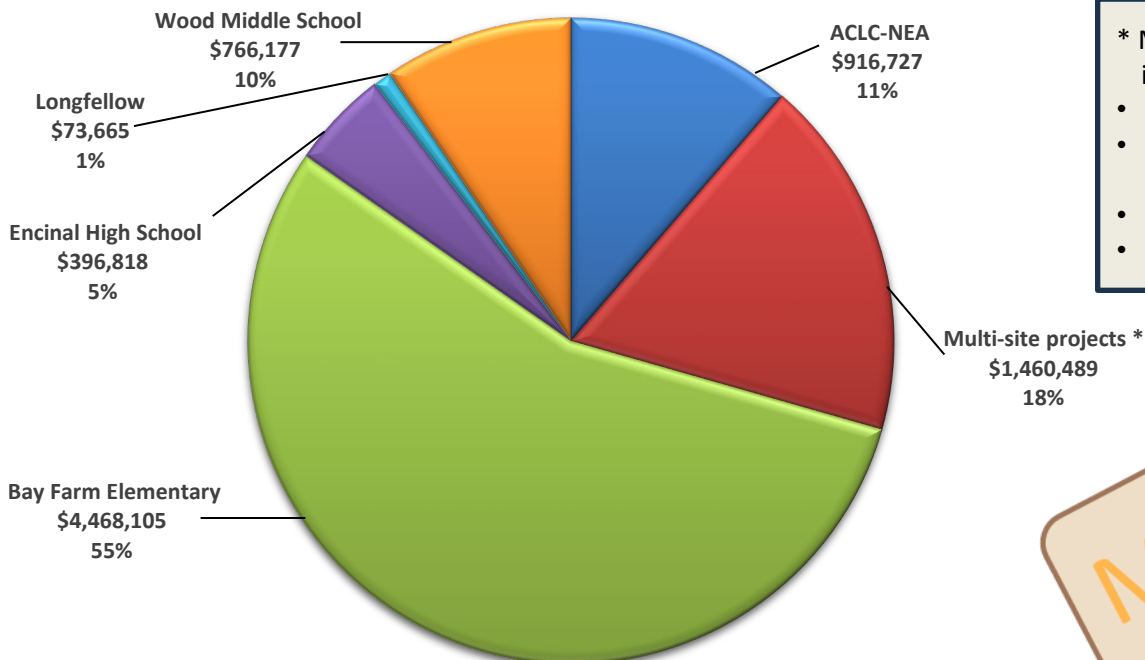
EXPENDITURES TOTALED IN 7/1/22-6/30/23: **\$8,081,981**

## BY PROJECT



- \* Other expenditures include:
- Project Management - \$722,197
  - Consultants & Services (Legal Counsel, State Funding, Printing, Bidding advertisements, Real estate titles) - \$23,702
  - Supplies - \$5,820

## BY SITE



- \* Multi-site project expenses include:
- Safety & Security - \$708,770
  - Project Management - \$722,197
  - Consultants - \$23,702
  - Supplies - \$5,820

Measure I

# BAY FARM SCHOOL

NEW CLASSROOM BUILDING

In Progress as of 6/30/23  
Completed: September 2023



Building framing



Outside learning site work



# BAY FARM SCHOOL

NEW CLASSROOM BUILDING

In Progress as of 6/30/23  
Completed: September 2023

Start of exterior plaster



Building finished and start of site work





# BAY FARM SCHOOL

NEW CLASSROOM BUILDING

In Progress as of 6/30/23  
Completed: September 2023

Electrical rough in



Classroom ready for counters and casework



Measure 1

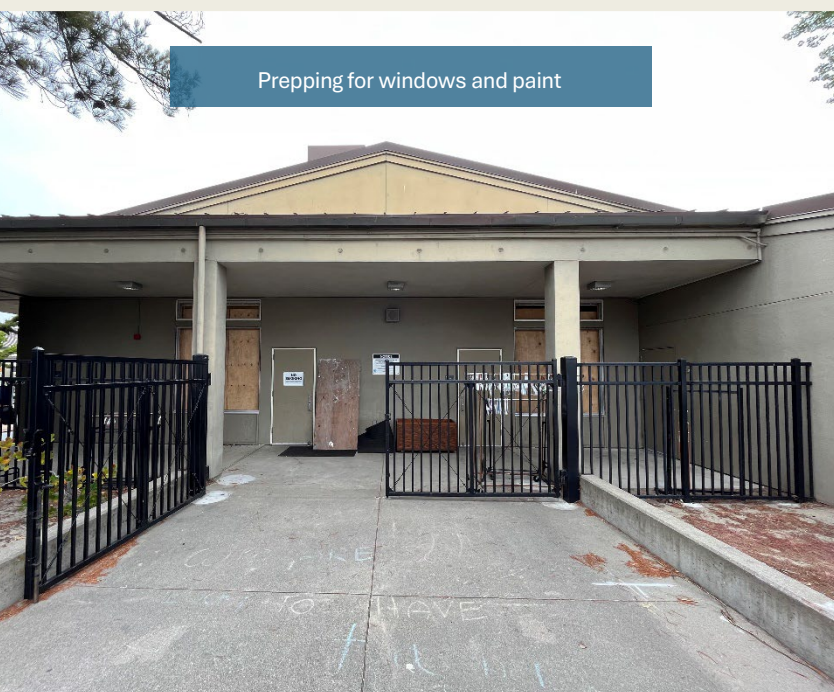


# AMELIA EARHART ELEMENTARY SCHOOL

## MODERNIZATION

In Progress as of 6/30/23  
Completed: November 2023

Prepping for windows and paint



Window installation





# AMELIA EARHART ELEMENTARY SCHOOL

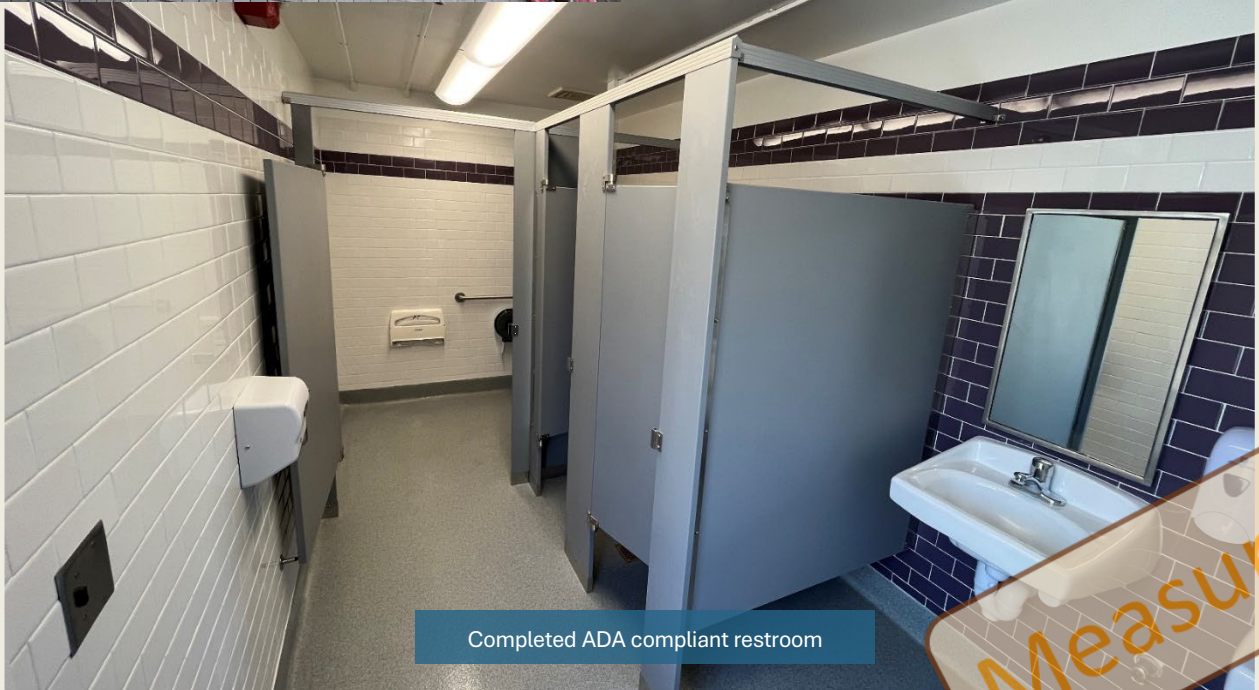
## MODERNIZATION

In Progress as of 6/30/23  
Completed: November 2023

Restroom before demolition



Restroom during



Completed ADA compliant restroom

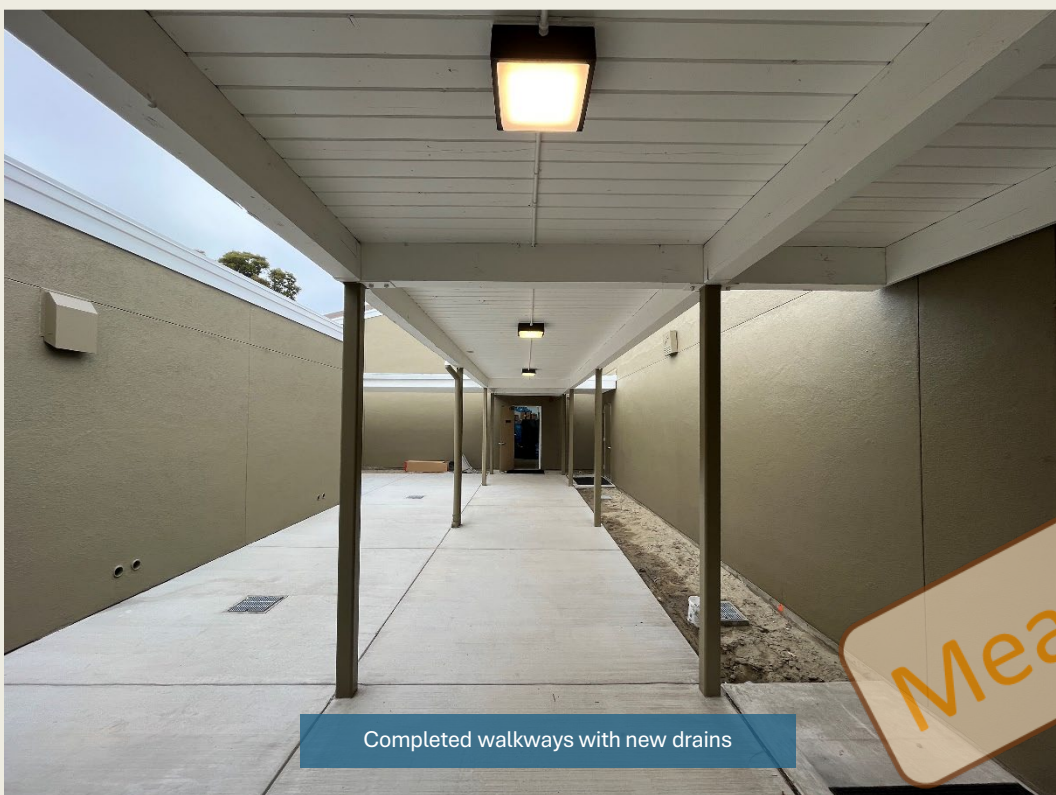
Measure 1



# AMELIA EARHART ELEMENTARY SCHOOL

## MODERNIZATION

In Progress as of 6/30/23  
Completed: November 2023



Measure I

Completed walkways with new drains

# SAFETY AND SECURITY

## DISTRICT-WIDE SAFE SCHOOL LOCK PROJECT

Ongoing as of 6/30/23

2022-2023 Measure I Project	
SCHOOL SITE	TOTAL DOORS
Alameda High School	449
ASTI	11
AUSD District Office	72
AUSD Maintenance Yard- Singleton	93
Bay Farm Elementary	117
Chipman site (Academy of Alameda)	139
Earhart Elementary	178
Edison Elementary	103
Longfellow site (ACDC & Island HS)	120
Maya Lin Elementary School	97
Paden Elementary School	104
Ruby Bridges Elementary School	149
Woodstock site (ACLC- Nea)	184
<b>TOTAL</b>	<b>1,816</b>

Projects completed prior to 2022-2023	
SCHOOL SITE	
Encinal Jr/Sr High School	Completed in modernization
Franklin Elementary	Completed in modernization
Lincoln Middle School	Completed in modernization
Love Elementary (formerly Haight)	Completed in modernization

Future Measure B Projects	
SCHOOL SITE	
Otis Elementary School	Part of upcoming new construction
Wood Middle School	Part of upcoming new construction



Installation of new door and lock hardware

Measure I

# CUMULATIVE MEASURE I EXPENDITURES

As of June 30, 2023

Site Name	Project Description	Expenditure as of 6/30/2023	Notes
Academy of Alameda	HVAC, Playground, Roofing, and Technology	\$ 1,427,293	
ACLC/NEA	Modernization and Safety & Security	\$ 1,446,450	
Alameda High	Modernization, Safety & Security, Technology, Roofing, Seismic Mitigation	\$ 51,226,842	
ASTI	Technology	\$ 67,618	
Bay Farm	Modernization, Safety & Security, and Technology	\$ 6,295,969	In progress as of 6/30/23. Completion date: September 2023
Multi-site	Other Expenditures (Roofing, Energy conservation, Safety & Security, Project management, State Funding consultant, Printing, Bidding advertisements, Legal Counsel, Real Estate titles)	\$ 6,020,206	
Earhart	Modernization, Safety & Security, and Technology, Roofing, Painting, Flooring	\$ 1,687,796	In progress as of 6/30/23. Completion date: November 2023
Edison	Modernization, Safety & Security, and Technology, Roofing	\$ 7,141,867	
Encinal	Modernization, New Construction, Safety & Security, Technology, Roofing and Portables	\$ 46,868,652	
Franklin	Modernization, Safety & Security and Technology	\$ 3,843,452	
Lincoln	Modernization, Safety & Security, Technology, Roofing	\$ 6,776,160	
Longfellow (ACDC & Island High)	Technology and HVAC	\$ 769,503	Project in Planning Phase. Est. Completion December 2024
Love (formerly Haight)	Modernization, Safety & Security and Technology	\$ 5,260,839	
Lum	Modernization, Technology, Roofing and Painting	\$ 2,670,366	
Maya Lin	Modernization and Technology	\$ 5,398,259	
Maintenance Yard – Singleton	Technology	\$ 21,937	
Otis	New Construction and Safety & Security	\$ 6,263,533	
Paden	Modernization and Technology	\$ 4,922,982	
Ruby Bridges	Modernization and Technology	\$ 993,476	
Wood	Modernization, HVAC, Technology and Roofing	\$ 2,588,128	
<b>Total Expenditures</b>		<b>\$ 161,691,328</b>	

Measure I



# COMPLETED CONSTRUCTION PROJECTS

As of June 30, 2023

- District-wide Roofing Project
- District-wide Paving Project
- Bay Farm School Site Soil Settlement and Structural Repair
- Lum Elementary School Site Improvements
- Otis Elementary School Site Improvements and New Classroom Building
- Maya Lin School Modernization
- Paden Elementary School Modernization
- Ruby Bridges Elementary School Modernization
- Edison Elementary School Modernization
- Love Elementary School (formerly Haight) Modernization
- Historic Alameda High School Seismic Retrofit and Modernization
- Lincoln Middle School Modernization
- New Perimeter Fencing – Edison, Bay Farm, Earhart, Otis
- AoA/Chipman New Playground Structure and ADA Upgrades
- Franklin Elementary School Modernization
- Encinal Jr. Sr. High School New Classroom Building and Modernization
- ACLC/NEA at Woodstock Fencing

Total spent on completed construction projects as of 6/30/23: \$161.7M



# ONGOING & FUTURE PROJECTS – Measure I

## ONGOING CONSTRUCTION PROJECTS – as of June 30, 2023

- Bay Farm School New Classroom Building
- Earhart Elementary Modernization - All Classrooms, Paint, Flooring, Windows
- Wood Middle School Mechanical Modernization – Electric Service Upgrade
- District-wide Safe School Locks Project

## FUTURE CONSTRUCTION PROJECTS

- Island HS/ Alameda Child Development Center (ACDC) at Longfellow
- Wood Middle School New Construction – this project will be jointly funded with Measure I and Measure B funds



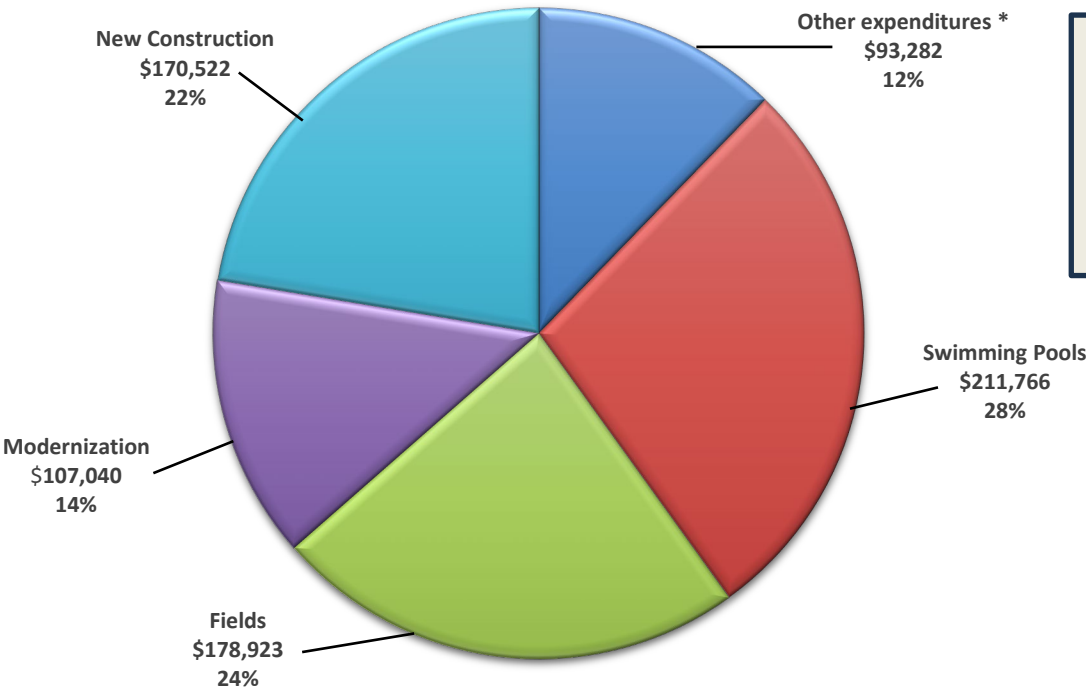
Bay Farm School  
New Classroom Building

Measure I

# 2022-2023 FY - Measure B EXPENDITURE SUMMARY

EXPENDITURES TOTALED IN 7/1/22-6/30/23: \$761,533

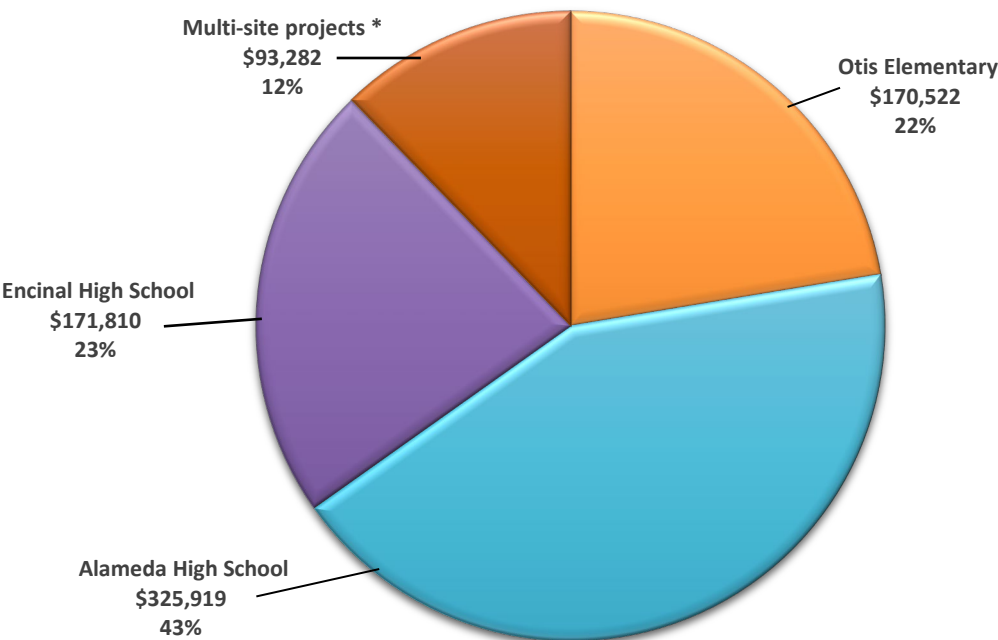
BY PROJECT



\* Other expenditures include:

- Consultants & Services (Legal Counsel, State Funding, Printing, Bidding advertisements, Real estate titles) - \$93,282

BY SITE



\* Multi-site project expenses include:

- Consultants & Services (Legal Counsel, State Funding, Printing, Bidding advertisements, Real estate titles) - \$93,282

Measure B

# CUMULATIVE MEASURE B EXPENDITURES

As of June 30, 2023

Site Name	Project Description	Expenditure as of 6/30/2023
Alameda High School	Swimming pools, Fields, Modernization	\$ 325,919
Encinal High School	Fields, Modernization	\$ 171,810
Otis Elementary	New Construction	\$ 170,522
Multi-site	Other Expenditures (Legal Counsel, State Funding consultant, Printing, Bidding advertisements, Real Estate titles)	\$ 93,282
<b>Total Expenditures</b>		<b>\$ 761,533</b>

Measure B

# CURRENT PROJECTS – Measure B

## CURRENT CONSTRUCTION PROJECTS – as of June 30, 2023

- Lum Demolition & Temporary Campus Preparation
- Wood Middle School New Construction – this project will be jointly funded with Measure I and Measure B funds
- Alameda High School Swim Center Modernization
- Alameda High School Kofman Auditorium Stage Upgrades
- Encinal Jr. & Sr. High School Stadium & Field Renovation
- Otis Elementary School New Construction

Wood Middle School  
Student Mural





**2022-2023**  
**Measure I and Measure B**  
**Citizens' Bond Oversight Committee Report**

**April 16, 2024**



# History of Citizens' Bond Oversight Committee

- Measure I is a \$179.5 million bond that was approved by voters in November of 2014, and Measure B is a \$298 million bond approved by voters in June of 2022.
- The two citizen-approved bonds were approved by voters to improve schools and provide high quality education by renovating neighborhood schools.
- The Citizens' Bond Oversight Committee (BOC) was formed in 2015.
- In FY 2022 the Board expanded the responsibilities to include the review of both Measures I and B bond proceeds.
- Committee members met on two occasions in FY 2022-2023 to monitor the progress of the bond projects.
- Bond Oversight Committee meetings are open to the public and the community is encouraged to attend.
- This is the ninth Citizens' Bond Oversight Committee Annual Report.

## 2022-2023 COMMITTEE MEMBERSHIP

**Don Sherratt, Chair †**  
*Senior Citizen*

**Sarah Olaes, Vice-Chair**  
*At-large #1*

**John C. Baum**  
*Parent in Alameda*

**Caroline Brossard**  
*At-large #2*

**Liana Hamilton**  
*Business Representative*

**Rohit Reddy**  
*Taxpayers' Organization  
Representative*

† On July 10, 2023 long-standing oversight committee member Don Sherratt passed away. Don was a dedicated committee chair since its inception in 2015, and served the committee, the district, and the Alameda community earnestly. He is missed.

# Purpose of Committee

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- Consistent with the requirements of Proposition 39, the Bond Oversight Committee (BOC) monitors expenditures of Measure I and Measure B.
- The BOC provides the oversight as determined in both the voter-approved bond measures and as directed by Proposition 39. Proposition 39 has specific requirements of the Board of Education, particularly the establishment of a citizens' oversight committee.
- In general terms, the BOC reviews bond program expenditures and outside audits to make sure the will of the voters is strictly followed in accordance with the wording of the original ballot measure. The BOC is charged with being the eyes and ears of the community, and this responsibility is taken very seriously by the committee members.

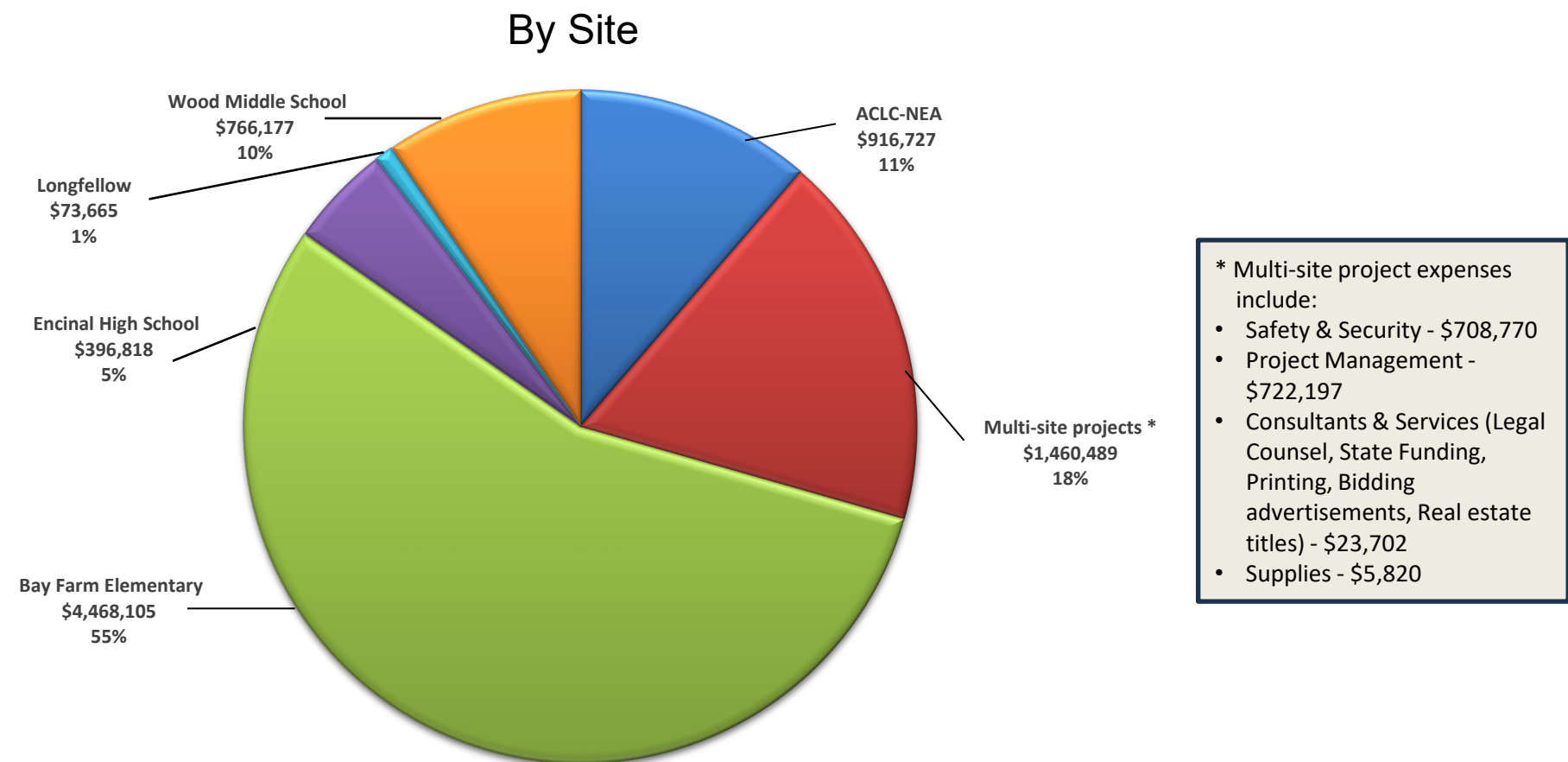
# Authorized Activities of Committee

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Activity	Status
Receive copies of the District's annual, independent performance audit	✓
Inspect District facilities and grounds for which bond proceeds have been or will be expended	✓
Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures	✓
Receive from the Board, within three months of the District receiving the audits, responses to any and all findings, recommendations, and concerns addressed in the audits, and review said responses	✓ No audit findings, recommendations or concerns

# Measure I Projects Expenditures in 2022-2023

Expenditures totaled in 7/1/22 - 6/30/23: \$8,081,981



# Measure I Projects

---

## Completed in 2022-2023

- ACLC/Nea Perimeter Fencing & Modernization



## Ongoing as of 6/30/2023

- Bay Farm School New Classroom Building
- Earhart Elementary School Modernization
- Wood Middle School Modernization
- Safety & Security District Wide Safe School Lock Project
- Island High/Alameda Child Development Center (ACDC) at Longfellow



# Measure I Projects Construction in 2022-2023

**Bay Farm School – New Classroom Building**  
**Under construction as of June 30, 2023**  
**Completed: September 2023**



Building framing



Electrical rough-in



Classroom ready for  
counters and casework

Outside learning site work





# Measure I Projects Construction in 2022-2023

**Amelia Earhart Elementary School – Modernization**  
**Under construction as of June 30, 2023**  
**Completed: November 2023**



Prepping for paint



Window installation



Restroom modernization



# Measure I Projects Construction in 2022-2023

**District-wide Safe School Locks**  
**Under construction as of June 30, 2023**  
**Completed: December 2023**

2022-2023 Measure I Project	
SCHOOL SITE	TOTAL DOORS
Alameda High School	449
ASTI	11
AUSD District Office	72
AUSD Maintenance Yard-Singleton	93
Bay Farm Elementary	117
Chipman site (Academy of Alameda)	139
Earhart Elementary	178
Edison Elementary	103
Longfellow site (ACDC & Island HS)	120
Maya Lin Elementary School	97
Paden Elementary School	104
Ruby Bridges Elementary School	149
Woodstock site (ACLC- Nea)	184
<b>TOTAL</b>	<b>1,816</b>



Typical ASSA ABLOY safe school lock

Projects completed prior to 2022-2023	
SCHOOL SITE	
Encinal Jr/Sr High School	Completed in modernization
Franklin Elementary	Completed in modernization
Lincoln Middle School	Completed in modernization
Love Elementary (formerly Haight)	Completed in modernization

Future Measure B Projects	
SCHOOL SITE	
Otis Elementary School	Part of upcoming new construction
Wood Middle School	Part of upcoming new construction

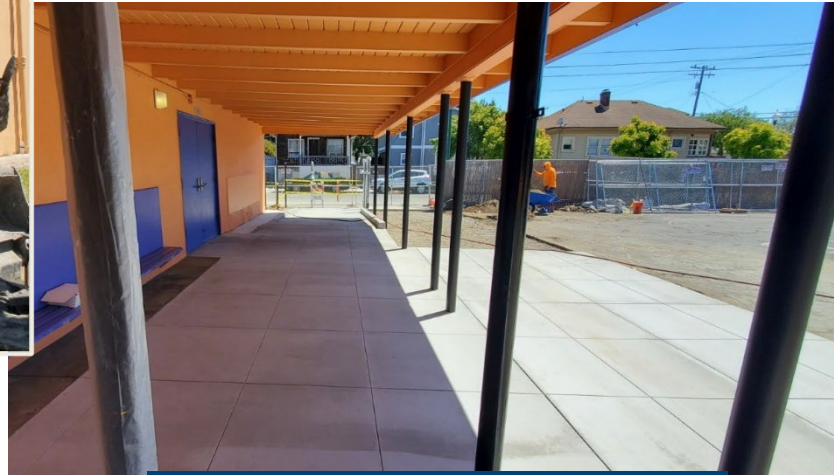
# Measure I Projects Construction in 2022-2023

**COMPLETED**

**ACLC / NEA Perimeter Fencing & Modernization**  
**Completed: November 2022**



Demolition of concrete ramp



ADA concrete work completed



Ramp work completed with gate



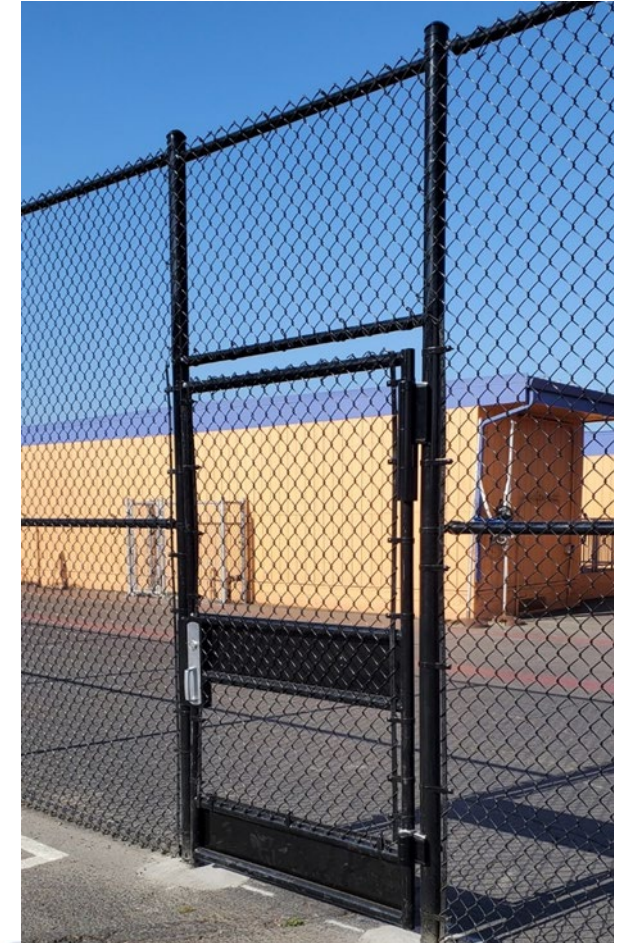
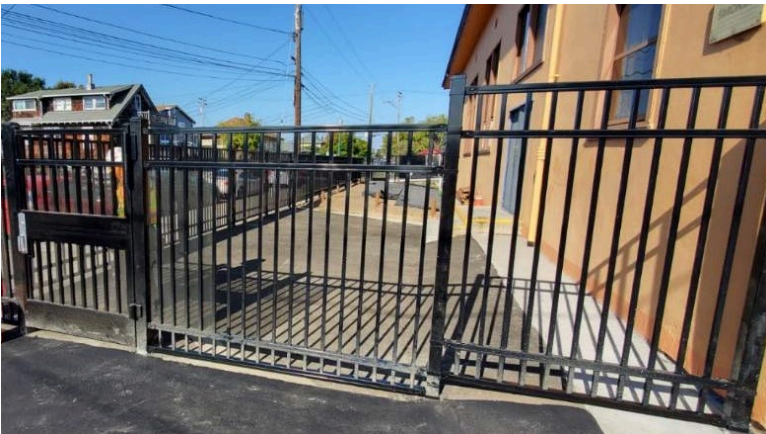
# Measure I Projects Construction in 2022-2023

**COMPLETED**

**ACLC / NEA Perimeter Fencing & Modernization cont.  
Completed: November 2022**



New safety and security fences and gates



# Completed Measure I Projects

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In order of completion:

- ✓ District Wide Roofing Project
- ✓ District Wide Paving Project
- ✓ Bay Farm School Site Soil Settlement and Structural Repair
- ✓ Lum ES Site Improvements
- ✓ Otis ES Site Improvements and New Modular Classroom Building
- ✓ Maya Lin ES Modernization
- ✓ Paden ES Modernization
- ✓ Ruby Bridges ES Modernization
- ✓ Edison ES Modernization
- ✓ Love ES (formerly Haight) Modernization
- ✓ Historic Alameda High School Seismic Upgrades & Modernization
- ✓ Lincoln Middle School Modernization
- ✓ New Perimeter Fencing – Edison, Bay Farm, Earhart, Otis
- ✓ Academy of Alameda (Chipman) – New Playground Structure, ADA upgrades
- ✓ Franklin Elementary School Modernization
- ✓ Encinal High School New Classroom Building, Modernization, & Interim Housing
- ✓ ACLC/NEA at Woodstock Fencing & Modernization

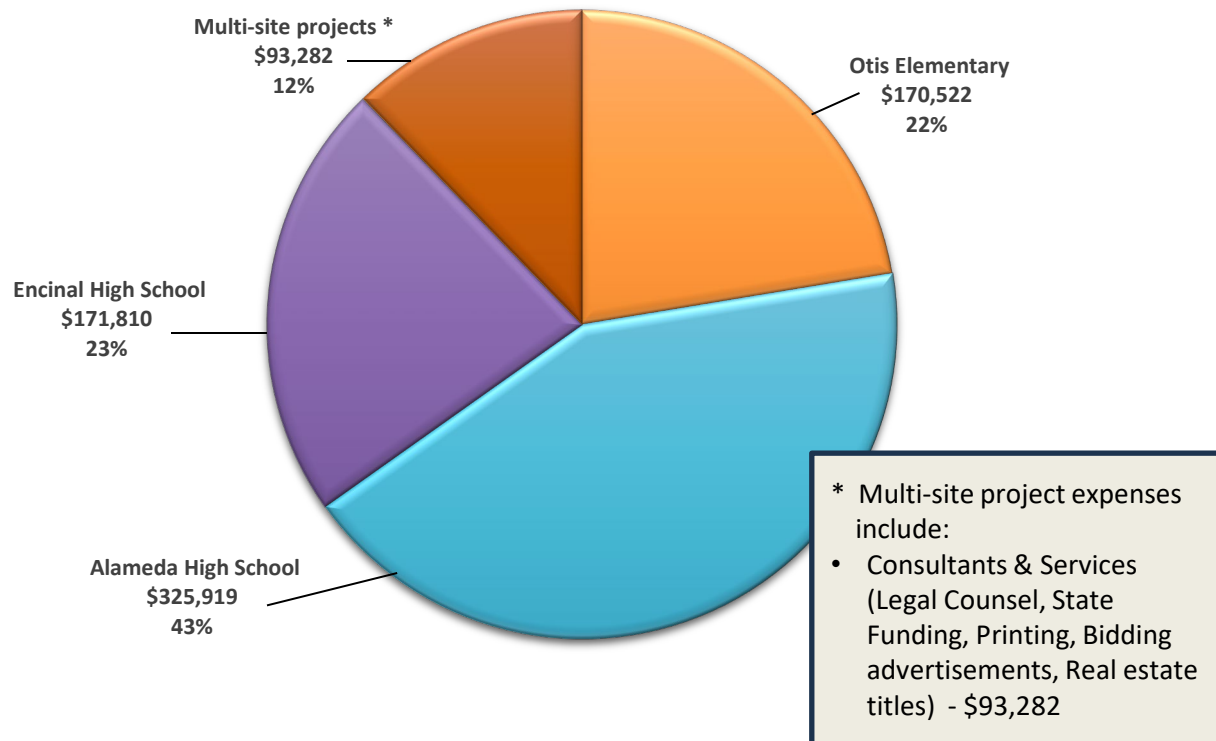
**Total spent on completed construction projects as of 6/30/23: \$161.7M**



# Measure B Projects

Expenditures totaled in 7/1/22 - 6/30/23:  
\$761,533

By Site



## Current Construction Projects – Measure B as of June 30, 2023

- Lum Demolition & Temporary Campus Preparation
- Wood Middle School New Construction – this project will be jointly funded with Measure I and Measure B funds
- Alameda High School Swim Center Modernization
- Alameda High School Kofman Auditorium Stage Upgrades
- Encinal Jr. & Sr. High School Stadium & Field Renovation
- Otis Elementary School New Construction

**THANK YOU**



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Resolution No. 2023-2024.59 Declaration of Intent to Grant an Easement to the City of Alameda (5 Mins/Action)

**Item Type:** Action

**Background:** The Measure B Bond project list includes the rebuilding of Wood Middle School at 420 Grand Street. The approved school design includes a new school drop-off and parking area, thus requiring construction of a new road on Assessors Parcel Number 074-1250-001-2. Portions of the new road fall on property owned by both Alameda Unified School District ("District") and the City of Alameda ("City").

The City is seeking a perpetual permanent easement and right of way on the West Segment owned by the District for the purpose of public and vehicular access on the new road and parking area.

The District is in return seeking a perpetual permanent easement to accommodate for the construction and future use of the new road and parking area.

The City Council has consented to, approved, and authorized these easements through Ordinance No. 3359.

Education Code requires a two-step process for granting easements. Step one is the approval of the attached Resolution 2023-2024.59 Declaration of Intent to Grant an Easement to the City of Alameda.

Should the Board approve Resolution No. 2023-2024.59, a second Board Resolution granting the easement will be presented as a public hearing to the Board of Education at its May 14, 2024 meeting. The community will be advised of the Board's intent to grant the easement through a published notice.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

Description		Upload Date	Type
▣	Resolution No. 2023-2024.59	4/5/2024	Resolution Letter
	Easement	4/11/2024	Backup Material



**ALAMEDA UNIFIED SCHOOL DISTRICT**  
**Alameda, California**  
**Resolution**

April 16, 2024

Resolution No. 2023-2024.59

**Declaration of Intent to Grant an Easement to the City of Alameda**

*WHEREAS*, the Alameda Unified School District (“District”) owns a portion of the real property located at 420 Grand Avenue, Alameda, California 94501 (Assessor’s Parcel Number 074-1250-001-2), commonly known as Wood Middle School (“Wood MS Property”); and

*WHEREAS*, the City of Alameda (“City”) owns a portion of the Wood MS Property; and

*WHEREAS*, the District is rebuilding Wood Middle School under the Measure B General Obligation Bond to include a new school drop-off and parking area, thus requiring the construction of a new road dividing the District and City portions of the parcel; and

*WHEREAS*, the existing property line is irregular, thus, to accommodate the new road and parking area, the District must grant the City a perpetual permanent easement and Right of Way of the West Segment at the Wood MS Property; and

*WHEREAS*, to accommodate for the construction and future use of the road and parking, the City must grant the District a non-exclusive permanent easement of the East Segment of the Wood MS Property; and

*WHEREAS*, the proposed Easement, which includes the description and location of the area of the Easement, is set forth in Exhibits “A” and “B” attached hereto and incorporated herein by this reference; and

*WHEREAS*, the District does not need the Easement Area for classroom buildings or educational purposes; and

*WHEREAS*, the District may grant the Easement if, after adoption of this Resolution of Intent and publication of notice, the District’s Governing Board adopts, in a regular open meeting (“Public Hearing”), by a two-thirds vote of all its members, a resolution authorizing and directing the Superintendent, or Superintendent’s designee, to execute and deliver the Easement; and

*WHEREAS*, notice of the Governing Board’s intent to grant the Easement (“Notice”) shall be given pursuant to Education Code section 17558 by posting copies of this Resolution of Intent signed by the members of the Governing Board, or majority thereof, in three (3) public places in the District not less than ten (10) days before the date of the Public Hearing, and by publishing the Notice once not less than five (5) days before the date of the Public Hearing in a newspaper of general circulation, published in the District, if there is one, or if there is no such newspaper published in the District, then in a newspaper published in the county in which the District or any part thereof is situated and having a general circulation in the District; and

*WHEREAS*, the Public Hearing shall be held on May 14, 2024, at 6:30 p.m., or as soon thereafter as the matter may be heard. The District’s Governing Board shall hold this meeting at Alameda City Hall, Chambers Room.

*NOW THEREFORE, BE IT RESOLVED*, that the District’s Governing Board hereby finds, determines, declares, orders, and resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The portion of the real property upon which the Easement is to be located is not needed for school classroom buildings or educational purposes.

Section 3. The District intends to grant and convey the Easement.

Section 4. The Superintendent and Superintendent’s designee is hereby authorized to provide public notice as required by Education Code section 17558.

Section 5. The District’s Governing Board directs that a Public Hearing to consider authorizing the grant and conveyance of the Easement from the District to the City of Alameda in accordance with the Easement attached hereto as Exhibits “A” and “B,” is scheduled at its regular place of meeting for a public hearing on May 14, 2024, at 6:30 p.m., or as soon thereafter as the matter may be heard.

*PASSED AND ADOPTED* by the following vote this 16<sup>th</sup> day of April, 2024:

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

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

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

\_\_\_\_\_  
Jennifer Williams, President  
Board of Education  
Alameda Unified School District

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District

EXHIBIT A

RECIPROCAL PUBLIC ACCESS, PUBLIC PARKING, AND USE (AVAILABLE 24/7) EASEMENT AREA  
ALAMEDA UNIFIED SCHOOL DISTRICT TO THE CITY OF ALAMEDA

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF THE ALAMEDA UNIFIED SCHOOL DISTRICT, AS DESCRIBED BY DEED RECORDED IN BOOK 8729 AT PAGE 514, OFFICIAL RECORDS OF ALAMEDA COUNTY, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF ALAMEDA AS DESCRIBED BY DEED RECORDED OCTOBER 27, 1959, UNDER SERIES NO. AQ126773, FILED IN BOOK 9192 AT PAGE 569, OFFICIAL RECORDS OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF GRAND STREET NORTH 26°11'02" EAST 540.54 FEET FROM THE MOST WESTERLY CORNER OF LOT 1, BLOCK 10, AS SHOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED "TRACT 1866, SOUTH SHORE UNIT NO. 1" FILED OCTOBER 30, 1957, IN BOOK 38 OF MAPS, PAGES 50 THROUGH 54, ALAMEDA COUNTY RECORDS, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF THE LANDS OF THE CITY OF ALAMEDA AS DESCRIBED BY DEED RECORDED OCTOBER 27, 1959, UNDER SERIES NO. AQ126773, FILED IN BOOK 9192 AT PAGE 569, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE LEAVING SAID SOUTHEASTERLY LINE OF GRAND STREET AND COINCIDENT WITH THE WESTERLY LINE OF SAID LANDS OF THE CITY OF ALAMEDA SOUTH 63°48'58" EAST 35.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 18°48'58" EAST 230.00 FEET; THENCE LEAVING SAID WESTERLY LINE AND COINCIDENT WITH THE SOUTHERLY LINE OF SAID LANDS OF THE CITY OF ALAMEDA NORTH 71°11'02" EAST 145.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 18°48'58" EAST 34.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 71°11'02" EAST 114.80 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 10°38'30" WEST 64.69 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 175°56'03" FOR AN ARC LENGTH OF 92.12 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 11°25'35" FOR AN ARC LENGTH OF 5.98 FEET; THENCE NORTH 26°08'03" EAST 470.12 FEET TO THE SOUTHERLY LINE OF OTIS DRIVE AS SHOWN AND DELINEATED ON SAID MAP OF "TRACT 1866, SOUTH SHORE UNIT NO. 1"; THENCE COINCIDENT WITH SAID SOUTHERLY LINE NORTH 75°06'55" WEST 37.27 FEET; THENCE LEAVING SAID SOUTHERLY LINE AND COINCIDENT WITH THE EASTERLY LINE OF SAID LANDS OF THE CITY OF ALAMEDA SOUTH 14°53'05" WEST 175.00 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 44°53'05" WEST 138.00 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 15°06'55" EAST 63.77 FEET; THENCE LEAVING SAID EASTERLY LINE AND COINCIDENT WITH THE SOUTHERLY LINE OF SAID LANDS OF THE CITY OF ALAMEDA SOUTH 71°11'02" WEST 99.30 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 15,810 SQUARE FEET(0.36 ACRES), MORE OR LESS.

BASIS OF BEARINGS:

IDENTICAL TO THAT CERTAIN MAP ENTITLED "TRACT 1866, SOUTH SHORE UNIT NO. 1" FILED OCTOBER 30, 1957, IN BOOK 38 OF MAPS, PAGES 50 THROUGH 54, ALAMEDA COUNTY RECORDS.

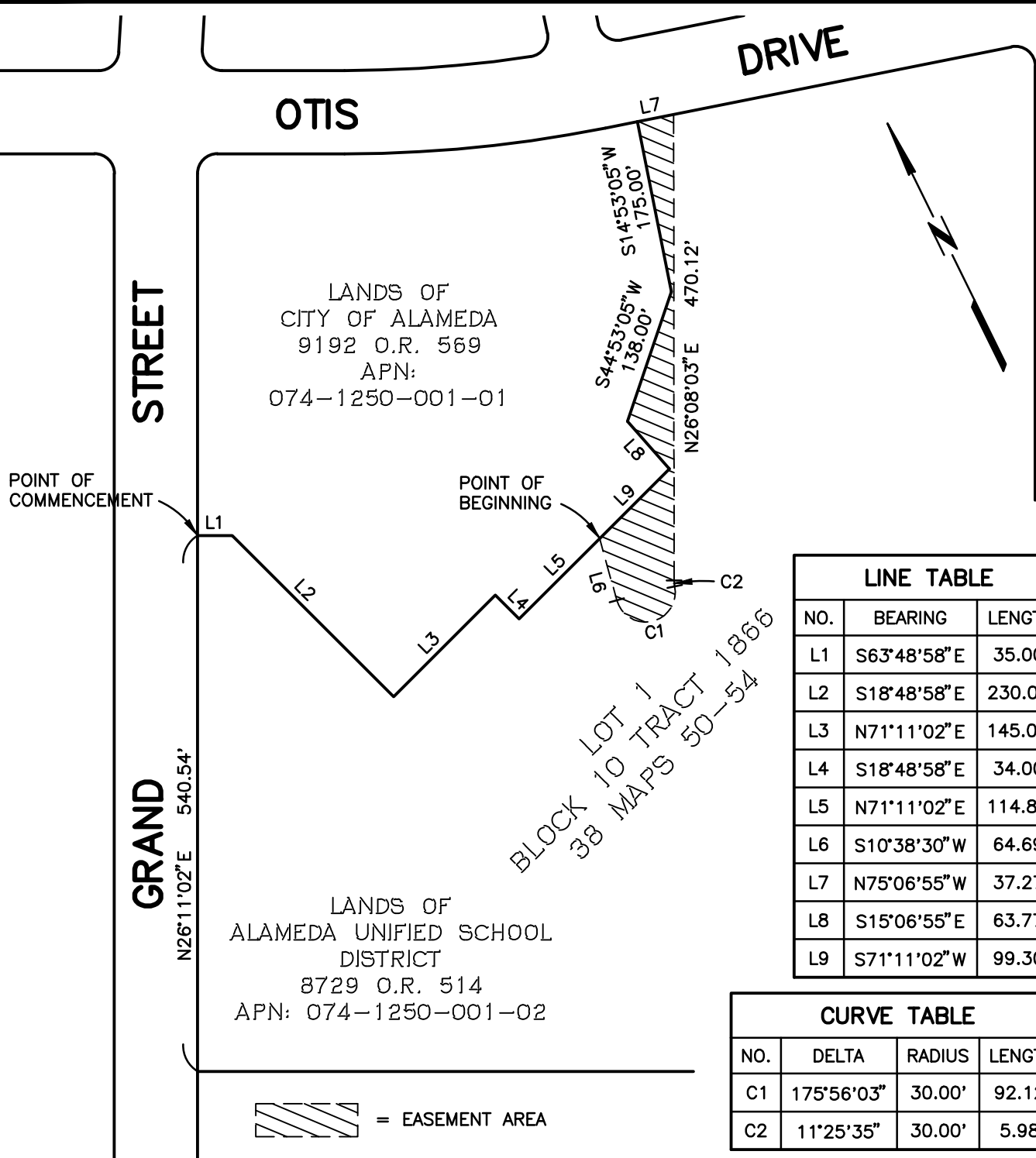
APN: 074-1250-001-02 (PORTION)

DATE: 2/14/2024

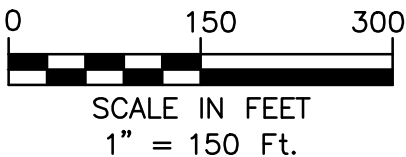
PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 4419.04





THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



JEFFREY D. ROACH PLS 9158

## EXHIBIT B

**RECIPROCAL PUBLIC ACCESS,  
PUBLIC PARKING, AND USE  
(AVAILABLE 24/7) EASEMENT AREA  
ALAMEDA UNIFIED SCHOOL  
DISTRICT TO CITY OF ALAMEDA.**

OWNER: ALAMEDA UNIFIED SCHOOL DISTRICT  
2060 CHALLENGER DRIVE  
ALAMEDA, CA 94501

8729 O.R. 514

APN: 074-1250-001-02

PREPARED BY

**Brelje & Race**  
CONSULTING ENGINEERS  
475 Aviation Blvd. • Suite 120 • Santa Rosa, CA 95403 • 707-576-1322  
www.broco.com

# **Wood Middle School Easement**

**April 16, 2024**

# Wood Middle School – New Campus Circulation Plan



## LEGEND

- 1 EXISTING PROPERTY LINE
- 2 LIMIT OF WORK LINE
- 3 NEW CAMPUS AREA
- 4 NEW TWO-WAY ENTRY AT OTIS DRIVE
- 5 NEW ONE-WAY ENTRY AT GRAND STREET
- 6 PARKING AREA
- 7 EXISTING COMMUNITY PARK
- 8 TEMPORARY CAMPUS FOR WOOD MIDDLE SCHOOL/OTIS ELEMENTARY SCHOOL & FUTURE ALAMEDA HIGH SCHOOL ATHLETICS COMPLEX
- 9 MAIN SCHOOL ENTRY/DROP OFF AREA
- 10 EXISTING WOOD MIDDLE SCHOOL TRACK AND FIELD



# Wood Middle School – Easement Details



- Part of existing Wood campus is built on City land (yellow)
- City providing an easement to the District (blue)
- District providing an easement to the City (red)
- These easements would allow the District to create a
  - Safe pickup and drop off area for Wood students, and
  - Create a parking lot that citizens of Alameda may use



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Resolution No. 2023-2024.60 Declaring Results of Measure E Election Held March 5, 2024 (5 Mins/Action)

**Item Type:** Action

**Background:** The Alameda County Registrar of Voters has certified the election results from the Presidential Primary election held on March 5, 2024. 76.15% voted yes on Alameda Unified School District's Measure E, more than the 66.6% required to pass such ballot measures. Measure E, a parcel tax to support district students and staff and maintain high-quality schools is a continuation of current Measures B1 and A.

Per Election Code section 15400, the Governing Board is required to formally declare the results of any measure under its jurisdiction. Resolution 2023-2024.60 is a formal declaration by the Board of Education of the results of Measure E and further instructs the Superintendent to notify the Alameda County Superintendent.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

Description	Upload Date	Type
❑ Resolution No. 2023-2024.60	4/5/2024	Resolution Letter
❑ Alameda Co. ROV Certification	4/5/2024	Backup Material

**ALAMEDA UNIFIED SCHOOL DISTRICT**  
**Alameda, California**  
**Resolution**

April 16, 2024

Resolution No. 2023-2024.60

**Declaring Results of Measure E Election Held March 5, 2024**

*WHEREAS*, by proceedings duly had and taken, a school parcel tax election (the "election") was held in Alameda Unified School District (the "District") within the County of Alameda (the "County"), State of California, on March 5, 2024, pursuant to a resolution and order duly passed by this Board of Education on November 14, 2023 (the "Resolution"), and notice duly given, at which election there was submitted to the electors of the District a measure authorizing a levied parcel tax on certain parcels of land; and

*WHEREAS*, the Registrar of Voters of the County has duly canvassed the returns of the election as required by law and the Resolution and has filed with this Board of Education a statement of all votes cast at the election showing the whole number of votes cast in the District and the whole number of votes cast for and against said measure in the District and in each of the respective consolidated election precincts therein and by absent voters, and also filed, attached to said statement, an official certificate as to the correctness of said statement; and

*WHEREAS*, a form of certificate describing all proceedings had and taken in the election has been submitted to this Board of Education, and is on file with the Clerk of the Board;

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE ALAMEDA UNIFIED SCHOOL DISTRICT, AS FOLLOWS:*

1. All of the above recitals are true.
2. At the election, a parcel tax measure was submitted to the electors of the District. The official summary of the measure appears below.

"To support all Alameda students and maintain quality schools without increasing tax rates by attracting and retaining excellent teachers; sustaining strong academic programs in reading, writing, math, science, and arts; supporting struggling students; and preparing students for college/careers; shall an Alameda Unified School District measure levying \$0.585/building area square foot capped at \$15,998/parcel, and' \$598/unimproved parcel, be adopted, raising \$24,000,000 annually for 9 years with senior exemptions, audits, citizens' oversight, and all funds staying local?"

3. Statement of results of the election ("Statement of Election Results") by the Registrar of Voters is hereby received, confirmed, approved and entered upon the minutes of this meeting.
4. All absentee votes have been duly received and canvassed in time, form and manner as required by law.
5. The total number of votes cast for and against said measure at the election, including absentee votes, are as follows:

	Parcel Tax Measure	
	Yes	No
Total Votes	17,280	5412

6. At least two-thirds of all the votes cast at the election on said measure were in favor of said measure and this Board hereby declares said measure approved.
7. The Superintendent of Schools of the County is hereby requested to send a copy of the Statement of Election Results to the Board of Supervisors of the County.
8. All proceedings had in the premises are hereby certified by this Board, and the Superintendent of the District is hereby authorized and directed to complete, execute and deliver a Certificate of Election Proceedings (in substantially the form attached hereto as Exhibit A), to the Board of Supervisors of the County.

*PASSED AND ADOPTED* by the following vote this 16th day of April, 2024.

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

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

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

---

Jennifer Williams, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By:\_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
CERTIFICATE OF ELECTION PROCEEDINGS  
FOR AUTHORIZATION OF PARCEL TAX

The undersigned Superintendent of the Alameda Unified School District (the "District"), on behalf of and as directed by the Board of Education of the District (the "Board of Education"), does hereby certify to the Board of Supervisors of the County of Alameda all proceedings had for the authorization of a parcel tax, as follows:

1. That the Board of Education at a regular meeting duly called and held on November 14, 2023, duly and regularly adopted Resolution No. 2023-2024.24 RESOLUTION CALLING AN ELECTION FOR VOTER APPROVAL OF AN EDUCATION PARCEL TAX, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON MARCH 5, 2024 ordering an election be held on whether to levy a parcel tax.
2. That on or before December 8, 2023, being no fewer than 88 days before the date of election, the Board of Education caused to be delivered to the Registrar of Voters (the "Registrar") of the County of Alameda (the "County") and the Clerk of the Board of Supervisors of the County one or more certified copies of said Resolution No. 2023-2024.24 containing specifications of the election order.
3. That within said Resolution No. 2023-2024.24, the Board of Education requested the consolidation of said parcel tax election with such other elections as may be held on the same date in territory partly or wholly the same, and thereafter the Board of Supervisors of the County of Alameda on December 8, 2023, ordered the consolidation of said parcel tax election with an election to be held by the County on March 5, 2024.
4. That on the date of said election, March 5, 2024, a statewide primary election was scheduled to be conducted throughout the District.
5. That the Registrar conducted the election on behalf of the Board of Education pursuant to all applicable provisions of the Elections Code of the State of California, as certified by the Registrar to the Board of Education.
6. That the Board of Education, at a meeting duly called and held on April 16, 2024, caused an entry to be made upon its minutes showing the results of said election and declaring that at least two- thirds of the votes cast thereat were in favor of authorizing said parcel tax.
7. That the County Superintendent has certified that she has caused to be delivered to the Board of Supervisors a copy of the Registrar's certified statement of the results of the election. Dated:  
\_\_\_\_\_.

---

Superintendent of Schools  
Alameda Unified School District

## SECRETARY'S CERTIFICATE

I, Pasquale Scuderi, Secretary of the Alameda Unified School District, County of Alameda, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly held at the regular meeting place thereof on April 16, 2024, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present; and at that meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before said meeting at 2060 Challenger Drive, Alameda, California, 94501, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda. A copy of the agenda is attached hereto.

I have carefully compared the same with the original minutes of the meeting on file and of record in my office. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this \_\_\_\_th day April, 2024.

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Secretary, Board of Education  
Alameda Unified School District



REGISTRAR OF VOTERS  
ALAMEDA COUNTY • CALIFORNIA

TIM DUPUIS  
REGISTRAR OF VOTERS

CYNTHIA CORNEJO  
DEPUTY REGISTRAR OF VOTERS

April 1, 2024

Alameda Unified School District  
Pasquale Scuderi, Superintendent  
2060 Challenger Dr.  
Alameda, CA 94501

Dear Pasquale Scuderi:

Enclosed are the Certificate of Election Results and a copy of the Official Canvass for the Alameda Unified School District Presidential Primary Election held on March 5, 2024.

If you have any questions, please contact me at (510) 272-6933.

Sincerely,

Tim Dupuis  
Registrar of Voters  
Alameda County  
Enclosures

STATE OF CALIFORNIA }  
COUNTY OF ALAMEDA } ss.

I, **TIM DUPUIS**, Registrar of Voters for the County of Alameda, State of California, having canvassed the returns of all votes cast in the **Alameda Unified School District** at the Presidential Primary Election held on **Tuesday, March 5, 2024**, do hereby certify the following to be a full, true and correct Statement of the Results of all the votes cast, to which this certificate is attached, at said election for and against **Measure E**.

I hereby set my hand and my official seal this **1<sup>st</sup>** day of **April 2024**.



**TIM DUPUIS**  
Registrar of Voters  
Alameda County  
State of California

1 Measure E - Alameda USD								
		Registered Voters	Voters Cast	Turnout (%)	YES	NO	Over Votes	Under Votes
California	Election Day	51211	1244	2.43 %	810	373		61
California	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
California	Total	51211	23652	46.19 %	17280	5412	2	958
12th Congressional District	Election Day	51211	1244	2.43 %	810	373		61
12th Congressional District	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
12th Congressional District	Total	51211	23652	46.19 %	17280	5412	2	958
7th State Senatorial District	Election Day	51211	1244	2.43 %	810	373		61
7th State Senatorial District	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
7th State Senatorial District	Total	51211	23652	46.19 %	17280	5412	2	958
18th Assembly District	Election Day	51211	1244	2.43 %	810	373		61
18th Assembly District	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
18th Assembly District	Total	51211	23652	46.19 %	17280	5412	2	958
Board of Equalization, 2nd District	Election Day	51211	1244	2.43 %	810	373		61
Board of Equalization, 2nd District	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
Board of Equalization, 2nd District	Total	51211	23652	46.19 %	17280	5412	2	958
Alameda County	Election Day	51211	1244	2.43 %	810	373		61
Alameda County	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
Alameda County	Total	51211	23652	46.19 %	17280	5412	2	958
3rd Supervisorial District	Election Day	51211	1244	2.43 %	810	373		61
3rd Supervisorial District	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
3rd Supervisorial District	Total	51211	23652	46.19 %	17280	5412	2	958
City of Alameda	Election Day	51211	1244	2.43 %	810	373		61
City of Alameda	Vote by Mail	51211	22408	43.76 %	16470	5039	2	897
City of Alameda	Total	51211	23652	46.19 %	17280	5412	2	958
City of Oakland	Election Day	0	0					
City of Oakland	Vote by Mail	0	0					
City of Oakland	Total	0	0					
Total - Election Day		51211	1244	2.43 %	810	373		61
Total - Vote by Mail		51211	22408	43.76 %	16470	5039	2	897
Contest Total		51211	23652	46.19 %	17280	5412	2	958

\*\*\* Indicates vote data was suppressed due to voter privacy settings.



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** California School Boards Association (CSBA) 2024 Delegate Assembly Election Run-Off Vote (5 Mins/Action)

**Item Type:** Action

**Background:** The California School Boards Association (CSBA) Delegate Assembly is a vital link to the Association's governance structure. The Delegate Assembly is made up of approximately 270+ delegates who are elected by local board members in 21 geographic regions throughout the state, thus ensuring that the Association reflects the interest of school districts and county offices of education throughout the state.

Sub region 7-B (Alameda County) had 4 vacancies. In February 2024, School Boards in sub region 7-B were asked to vote for four delegates. Due to an insufficient number of candidates, School Boards were asked to include write-in candidates in their vote. AUSD Board members voted for write-in candidates Ryan LaLonde and Gary K. Lym.

Delegates selected will serve two-year terms from April 1, 2024 through March 31, 2026. The following candidates were chosen from write-in votes during the initial vote in February. Boards now need to vote for ONE of the following candidates (\* denotes incumbent):

- Dolly Adams (Castro Valley USD)
- Ryan LaLonde (Alameda USD)
- Gary K. Lym (Alameda USD)
- Jackie C. Perl (San Leandro USD)\*

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Recommendation:** Other

Discuss and select up to 3 candidates for the CSBA Delegate Assembly.

**AUSD Guiding Principle:** #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

**Submitted By:** Pasquale Scuderi, Superintendent

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented (10 Mins/Public Hearing/Action)

**Item Type:** Public Hearing/Action

**Background:** The attached information has been prepared to comply with the AB 1200 and collective bargaining agreement public disclosure requirements of Government Code Section 3547.5. The forms are designed to present multi-year costs and budget implications of negotiations once completed. The forms and copies of the proposed bargaining agreements must be submitted to the Alameda County Office of Education after the Board of Education has taken action on the proposed agreement.

The District has reached a tentative agreement with the Alameda Education Foundation (AEA), California School Employees Association – Chapter 860 (pending membership ratification), and California School Employees Association – Chapter 27 (pending membership ratification) Bargaining Units. The cost element of the tentative agreement for all units is listed below:

Effective July 1, 2023

- 6% ongoing compensation increase.

Effective January 1, 2024

- 1% ongoing compensation increase.

Effective January 1, 2025

- Increase District's annual contributions towards participating active and qualifying retired employees' medical coverage to \$12,265.

The total three-year implementation cost of the tentative agreement reached with the three bargaining units is \$29.6 million. This amount (\$29.6 million) includes a set-aside for an identical compensation increase for management/unrepresented employees.

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** 2023-2024: \$7.0 million, 2024-2025: \$10.0 million, 2025-2026: \$12.6 million.

**Recommendation:** Other

Staff recommends approval.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ Presentation	4/10/2024	Presentation
▣ AB 1200	4/8/2024	Backup Material
▣ AEA Salary Schedule Eff 1-1-24	4/10/2024	Backup Material
▣ AEA Salary Schedule Eff 7-1-23	4/10/2024	Backup Material
▣ CSEA 27 Salary Schedule Eff 1-1-24	4/10/2024	Backup Material
▣ CSEA 27 Salary Schedule Eff 7-1-23	4/10/2024	Backup Material
▣ CSEA 860 Salary Schedule Eff 1-1-24	4/10/2024	Backup Material
▣ CSEA 860 Salary Schedule Eff 7-1-23	4/10/2024	Backup Material
▣ Unrepresented Salary Schedule Eff 1-1-24	4/10/2024	Backup Material
▣ Unrepresented Salary Schedule Eff 7-1-23	4/10/2024	Backup Material

**2023-2024**

**AB 1200 Disclosure  
of  
Bargaining Unit Agreements**

**April 16, 2024**

# What is AB 1200?

---

**Assembly Bill 1200 (AB 1200) requires that any tentative agreement reached between a school district and its bargaining units be accompanied by a statement indicating the District's costs to implement the agreement and a Certification by the Superintendent and the CBO that the District can afford the related cost.**

# Status of Negotiations

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- **Tentative agreements signed with:**
  - **Alameda Education Association**
  - **California School Employees Association – Chapter 860\***
  - **California School Employees Association – Chapter 27\***

**\*Pending ratification by CSEA 860 & CSEA 27 members**

# Fiscal Overview of the Tentative Agreements

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**6% Ongoing**

**Compensation increase, retroactive to July 1, 2023**

**1% Ongoing**

**Compensation increase, retroactive to July 1, 2023**

**\$12,256 towards health  
benefits**

**Increase the district's contribution to \$12,256 annually  
(\$1,021.41 per month) for all participating current employees and  
qualifying retirees.**

# Financial Impact of the Settlement

---

	2023-24	2024-25	2025-26	Cumulative cost over 3 years
Amount*	\$7.0M	\$10.0M	\$12.6M	\$29.6M

\*Includes set-aside for management and unrepresented employees



# Funding Sources

## Ongoing Revenue

**Partial funding from  
8.2% COLA received  
in 2023-24**

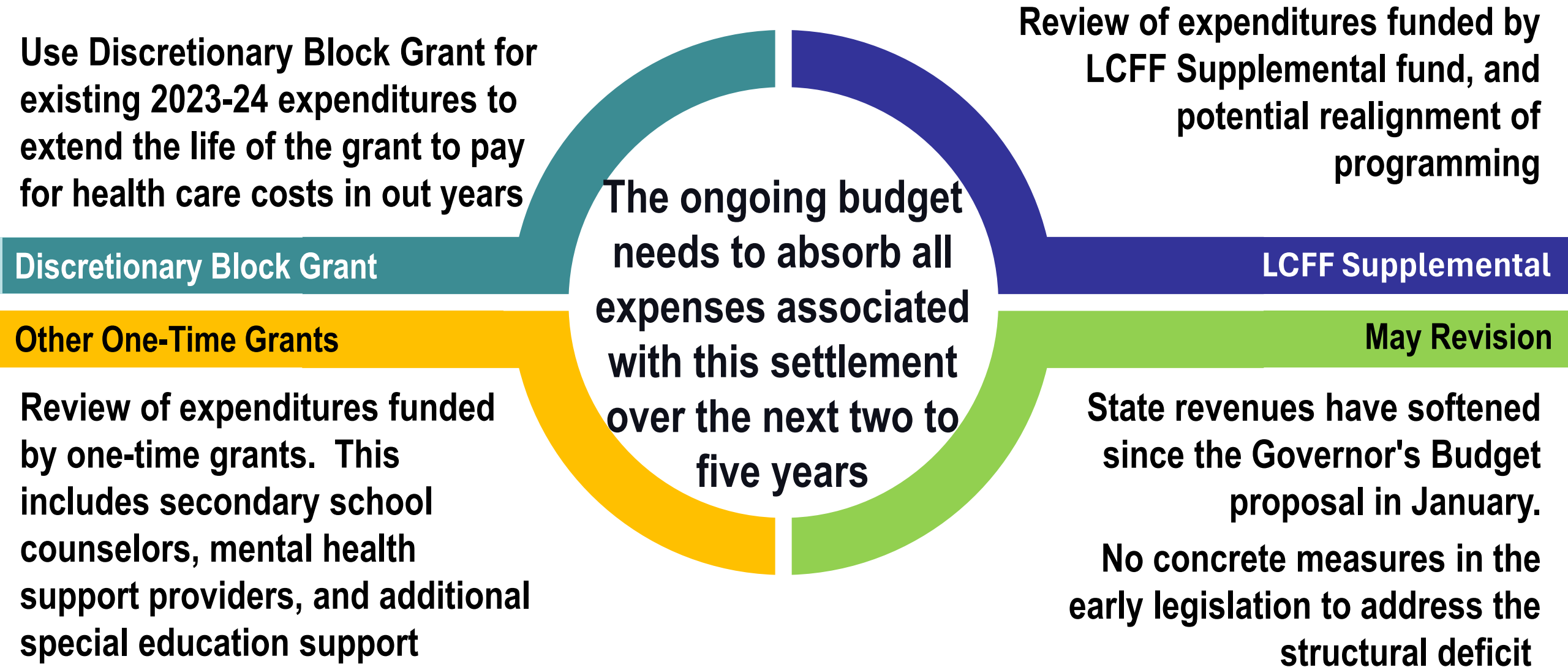
## One-time Funds

- **Ending fund balance**
- **Funds set aside for Measure A litigation**
- **Discretionary Block Grant**

## Budget Realignment

**Up to \$1 million from  
LCFF Supplemental  
Grant. May include  
reduction in  
supplemental  
services funded by  
LCFF/S.**

# Next Steps



# **Board Discussion & Questions**

**Appendix A-1**

Board Approval: 4/16/2024

*Time Base: Annual*

**Based on 186 Days**

**AEA Teachers 2023-2024**

Effective January 1, 2024

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	68,271.97	68,943.48	70,382.40	74,724.10	79,265.28
2	68,943.48	69,614.95	72,492.83	76,995.65	81,536.91
3	69,614.95	70,382.40	74,724.10	79,265.28	83,808.46
4	70,382.40	72,492.83	76,995.65	81,536.91	86,645.97
5	71,149.80	74,724.10	79,265.28	83,808.46	88,917.56
6	71,810.11	76,312.94	80,854.20	85,963.26	90,506.40
7	74,041.38	78,582.56	83,125.74	88,234.84	92,776.05
8	76,312.94	80,854.20	85,963.26	90,506.40	95,047.63
9	78,582.56	83,125.74	88,234.84	92,776.05	97,317.28
10	80,171.47	85,963.26	90,506.40	95,047.63	100,156.76
11	80,171.47	87,552.12	92,089.48	96,636.50	101,743.64
12	80,171.47	89,823.70	94,364.90	99,474.04	104,026.77
13	80,171.47	89,823.70	96,636.50	101,743.64	106,288.76
14	80,171.47	89,823.70	96,636.50	104,017.15	108,556.47
15	80,171.47	89,823.70	96,636.50	106,288.76	110,828.08
16	80,223.12	89,875.37	96,688.17	106,340.42	110,879.72
17	80,223.12	89,875.37	96,688.17	106,340.42	110,879.72
18	81,760.31	91,410.64	98,223.42	107,873.74	112,418.83
19	81,760.31	91,410.64	98,223.42	107,873.74	112,418.83
20	81,760.31	91,410.64	98,223.42	107,873.74	112,418.83
21	84,028.01	93,682.19	100,493.07	110,145.34	114,686.53
22	84,028.01	93,682.19	100,493.07	110,145.34	114,686.53
23	84,028.01	93,682.19	100,493.07	110,145.34	114,686.53
24	86,301.52	95,953.79	102,766.56	112,418.83	116,958.10
25	86,301.52	95,953.79	102,766.56	112,418.83	116,958.10
26	86,301.52	95,953.79	102,766.56	112,418.83	116,958.10
27	86,301.52	95,953.79	102,766.56	114,686.53	122,942.10

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,252.98

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 682.72
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,365.44
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,048.16

Board Approval: 4/16/2024

**Appendix A-2**

**AEA - Adult Ed. 2023-2024**

**Based on 177 Days**

Effective January 1, 2024

<i>Time Base: Hourly</i>		<i>Time Base: Annual</i>	
<b>Hourly Rate</b>	<b>Step</b>	<b>BA or Less-177</b>	<b>BA+Units-177</b>
51.57	0	62,832.12	64,265.28
51.57	1	62,832.12	64,265.28
51.57	2	62,832.12	64,265.28
51.57	3	62,832.12	64,265.28
51.57	4	62,832.12	64,265.28
51.57	5	62,832.12	64,265.28
54.14	6	65,032.81	66,537.63
54.14	7	65,032.81	66,537.63
54.14	8	65,032.81	66,537.63
54.14	9	65,032.81	66,537.63
54.14	10	65,032.81	66,537.63
56.72	11	67,233.50	68,809.99
56.72	12	67,233.50	68,809.99
56.72	13	67,233.50	68,809.99
56.72	14	67,233.50	68,809.99
56.72	15	67,233.50	68,809.99
59.55	16	69,722.53	71,377.82
59.55	17	69,722.53	71,377.82
59.55	18	69,722.53	71,377.82
59.55	19	69,722.53	71,377.82
59.55	20	69,722.53	71,377.82
62.56	21	73,052.86	74,790.92
62.56	22	73,052.86	74,790.92
62.56	23	73,052.86	74,790.92
62.56	24	73,052.86	74,790.92
62.56	25	73,052.86	74,790.92
65.67	26+	76,549.71	78,374.68

**Regular Teachers**

Based on 1168.2 annual hours (177 x 6 hrs/day = 1062 + 106.20 hours prep time)

Full time = 30 hours/week per quarter not including breaks and school closures.

Master's (3.2% of annual salary BA or Less, Step 0) \$ 2,010.63

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District (Not applicable to hourly unit members):**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 682.72
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,365.44
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,048.16

Appendix A-3

Board Approval: 4/16/2024

Time Base: Annual

Based on 261 Days

AEA Child Development 2023-2024

Effective January 1, 2024

Step	Class 0 12 Units	Class 1 24 Units	Class 02 60 Units	Class 3 90 Units	Class 4 BA Units	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	43,682.94	45,258.70	46,898.95	48,549.55	49,761.27	53,834.90	58,034.60	62,250.79	66,452.71
2	43,724.27	45,300.29	46,940.74	48,591.56	49,825.71	53,897.45	58,095.31	62,311.52	66,513.23
3	46,471.51	48,049.43	49,687.59	51,286.27	53,834.90	58,034.60	62,250.79	66,452.71	70,656.71
4	48,432.98	49,424.99	50,439.74	52,718.08	55,935.77	60,143.80	64,345.52	68,553.34	72,757.57
5	48,432.98	50,811.20	52,457.49	54,108.13	58,034.60	62,250.79	66,452.71	70,656.71	74,855.90
6	48,432.98	50,811.20	53,164.82	54,805.30	59,461.08	63,662.79	67,870.61	72,074.86	76,274.29
7	48,432.98	50,811.20	53,164.82	56,197.14	61,568.07	65,770.00	69,973.99	74,173.19	78,385.56
8	48,432.98	50,811.20	53,164.82	56,197.14	63,662.79	67,870.61	72,074.86	76,274.29	80,484.39
9	48,432.98	50,811.20	53,164.82	56,197.14	63,662.79	67,870.61	74,173.19	78,385.56	82,585.47
10	48,432.98	50,811.20	53,164.82	56,197.14	63,662.79	67,870.61	74,173.19	80,484.39	84,694.24
11	48,432.98	50,811.20	53,164.82	56,197.14	63,662.79	67,870.61	74,173.19	80,484.39	86,110.58

Head Teacher Stipend

Teacher Scale + \$3,000/ year (\$250/month)

Asst. Head Teacher Stipend

Teacher Scale + \$935/ year (\$77.92/month)

Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 682.72
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,365.44
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,048.16

**Appendix A-4**

Board Approval: 4/16/2024

*Time Base: Annual*

**Based on 191 Days**

**AEA Counselors 2023-2024**

Effective January 1, 2024

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	70,107.24	70,796.80	72,274.40	76,732.81	81,396.07
2	70,796.80	71,486.32	74,441.56	79,065.43	83,728.76
3	71,486.32	72,274.40	76,732.81	81,396.07	86,061.38
4	72,274.40	74,441.56	79,065.43	83,728.76	88,975.16
5	73,062.43	76,732.81	81,396.07	86,061.38	91,307.82
6	73,740.49	78,364.36	83,027.70	88,274.10	92,939.37
7	76,031.74	80,694.99	85,360.30	90,606.74	95,270.03
8	78,364.36	83,027.70	88,274.10	92,939.37	97,602.67
9	80,694.99	85,360.30	90,606.74	95,270.03	99,933.34
10	82,326.62	88,274.10	92,939.37	97,602.67	102,849.15
11	82,326.62	89,905.67	94,565.00	99,234.26	104,478.68
12	82,326.62	92,238.32	96,901.59	102,148.07	106,823.19
13	82,326.62	92,238.32	99,234.26	104,478.68	109,145.98
14	82,326.62	92,238.32	99,234.26	106,813.31	111,474.65
15	82,326.62	92,238.32	99,234.26	109,145.98	113,807.33
16	82,379.66	92,291.37	99,287.31	109,199.03	113,860.36
17	82,379.66	92,291.37	99,287.31	109,199.03	113,860.36
18	83,958.17	93,867.92	100,863.83	110,773.57	115,440.84
19	83,958.17	93,867.92	100,863.83	110,773.57	115,440.84
20	83,958.17	93,867.92	100,863.83	110,773.57	115,440.84
21	86,286.83	96,200.53	103,194.50	113,106.24	117,769.50
22	86,286.83	96,200.53	103,194.50	113,106.24	117,769.50
23	86,286.83	96,200.53	103,194.50	113,106.24	117,769.50
24	88,621.45	98,533.19	105,529.10	115,440.84	120,102.13
25	88,621.45	98,533.19	105,529.10	115,440.84	120,102.13
26	88,621.45	98,533.19	105,529.10	115,440.84	120,102.13
27	88,621.45	98,533.19	105,529.10	117,769.50	126,247.00

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,252.98

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 682.72
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,365.44
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,048.16

**Appendix A-5**

Board Approval: 4/16/2024

*Time Base: Annual*

**Based on 186 Days**

**AEA ROP/CTE 2023-2024**

Effective January 1, 2024

	STEP	minus BA	with BA
	1	65,067.92	65,067.92
	2	65,067.92	65,067.92
	3	65,067.92	65,067.92
	4	65,067.92	67,434.84
	5	65,067.92	69,806.03
	6	66,752.13	71,483.84
	7	69,123.30	73,852.90
	8	71,496.64	76,221.95
	9	73,872.09	78,588.88
	10	76,362.84	80,955.81
	11	78,085.46	82,635.74
	12	80,463.03	85,002.65
	13	82,832.13	87,371.77
	14	85,209.71	89,627.67
	15	86,904.62	91,425.04
	16	86,904.62	91,425.04
	17	86,904.62	91,425.04
	18	91,352.43	95,872.87
	19	91,352.43	95,872.87
	20	91,352.43	95,872.87
	21	92,393.96	96,914.39
	22	92,393.96	96,914.39
	23	92,393.96	96,914.39
	24	93,435.50	97,866.28
	25	93,435.50	97,866.28
	26	93,435.50	97,866.28
	27	93,435.50	97,866.28

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,252.98

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 682.72
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,365.44
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,048.16



**Appendix A-6**

Board Approval: 4/16/2024

*Time Base: Annual*

***Based on 195 Days/8 Hours per day***

**AEA Psychologists 2023-2024**

Effective January 1, 2024

	STEP	Salary
	1	122,556.23
	2	128,279.39
	3	134,289.19
	4	140,599.75
	5	147,225.85
	6	148,754.03
	7	150,282.21
	8	151,810.38
	9	151,810.38
	10+	151,810.38

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,252.98

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 682.72
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,365.44
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,048.16

**Appendix A-1**

Board Approval: 4/16/2024

*Time Base: Annual*

**Based on 186 Days**

**AEA Teachers 2023-2024**

Effective July 1, 2023

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	67,596.01	68,260.87	69,685.54	73,984.26	78,480.48
2	68,260.87	68,925.69	71,775.08	76,233.32	80,729.61
3	68,925.69	69,685.54	73,984.26	78,480.48	82,978.67
4	69,685.54	71,775.08	76,233.32	80,729.61	85,788.09
5	70,445.35	73,984.26	78,480.48	82,978.67	88,037.19
6	71,099.12	75,557.37	80,053.66	85,112.14	89,610.30
7	73,308.30	77,804.51	82,302.71	87,361.23	91,857.48
8	75,557.37	80,053.66	85,112.14	89,610.30	94,106.56
9	77,804.51	82,302.71	87,361.23	91,857.48	96,353.74
10	79,377.69	85,112.14	89,610.30	94,106.56	99,165.11
11	79,377.69	86,685.27	91,177.70	95,679.70	100,736.28
12	79,377.69	88,934.36	93,430.59	98,489.15	102,996.80
13	79,377.69	88,934.36	95,679.70	100,736.28	105,236.40
14	79,377.69	88,934.36	95,679.70	102,987.28	107,481.65
15	79,377.69	88,934.36	95,679.70	105,236.40	109,730.77
16	79,428.83	88,985.51	95,730.86	105,287.54	109,781.90
17	79,428.83	88,985.51	95,730.86	105,287.54	109,781.90
18	80,950.80	90,505.58	97,250.91	106,805.68	111,305.77
19	80,950.80	90,505.58	97,250.91	106,805.68	111,305.77
20	80,950.80	90,505.58	97,250.91	106,805.68	111,305.77
21	83,196.05	92,754.64	99,498.09	109,054.79	113,551.02
22	83,196.05	92,754.64	99,498.09	109,054.79	113,551.02
23	83,196.05	92,754.64	99,498.09	109,054.79	113,551.02
24	85,447.05	95,003.75	101,749.07	111,305.77	115,800.10
25	85,447.05	95,003.75	101,749.07	111,305.77	115,800.10
26	85,447.05	95,003.75	101,749.07	111,305.77	115,800.10
27	85,447.05	95,003.75	101,749.07	113,551.02	121,724.85

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,230.67

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 675.96
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,351.92
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,027.88

Board Approval: 4/16/2024

**Appendix A-2**

**AEA - Adult Ed. 2023-2024**

**Based on 177 Days**

**Effective July 1, 2023**

<i>Time Base: Hourly</i>		<i>Time Base: Annual</i>	
<b>Hourly Rate</b>	<b>Step</b>	<b>BA or Less-177</b>	<b>BA+Units-177</b>
51.06	0	62,210.02	63,628.99
51.06	1	62,210.02	63,628.99
51.06	2	62,210.02	63,628.99
51.06	3	62,210.02	63,628.99
51.06	4	62,210.02	63,628.99
51.06	5	62,210.02	63,628.99
53.60	6	64,388.92	65,878.84
53.60	7	64,388.92	65,878.84
53.60	8	64,388.92	65,878.84
53.60	9	64,388.92	65,878.84
53.60	10	64,388.92	65,878.84
56.16	11	66,567.82	68,128.70
56.16	12	66,567.82	68,128.70
56.16	13	66,567.82	68,128.70
56.16	14	66,567.82	68,128.70
56.16	15	66,567.82	68,128.70
58.96	16	69,032.21	70,671.11
58.96	17	69,032.21	70,671.11
58.96	18	69,032.21	70,671.11
58.96	19	69,032.21	70,671.11
58.96	20	69,032.21	70,671.11
61.94	21	72,329.56	74,050.42
61.94	22	72,329.56	74,050.42
61.94	23	72,329.56	74,050.42
61.94	24	72,329.56	74,050.42
61.94	25	72,329.56	74,050.42
65.02	26+	75,791.79	77,598.69

**Regular Teachers**

Based on 1168.2 annual hours (177 x 6 hrs/day = 1062 + 106.20 hours prep time)

Full time = 30 hours/week per quarter not including breaks and school closures.

Master's (3.2% of annual salary BA or Less, Step 0) \$ 1,990.72

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District (Not applicable to hourly unit members):**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 675.96
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,351.92
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,027.88

**Appendix A-3**

Board Approval: 4/16/2024

*Time Base: Annual*

***Based on 261 Days***

**AEA Child Development 2023-2024**

Effective July 1, 2023

Step	Class 0 12 Units	Class 1 24 Units	Class 02 60 Units	Class 3 90 Units	Class 4 BA Units	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	43,250.44	44,810.59	46,434.60	48,068.86	49,268.58	53,301.88	57,460.00	61,634.45	65,794.76
2	43,291.36	44,851.77	46,475.98	48,110.46	49,332.39	53,363.81	57,520.11	61,694.57	65,854.68
3	46,011.40	47,573.69	49,195.63	50,778.49	53,301.88	57,460.00	61,634.45	65,794.76	69,957.14
4	47,953.45	48,935.63	49,940.34	52,196.12	55,381.95	59,548.32	63,708.44	67,874.59	72,037.20
5	47,953.45	50,308.12	51,938.11	53,572.41	57,460.00	61,634.45	65,794.76	69,957.14	74,114.75
6	47,953.45	50,308.12	52,638.44	54,262.67	58,872.36	63,032.47	67,198.62	71,361.25	75,519.10
7	47,953.45	50,308.12	52,638.44	55,640.73	60,958.49	65,118.81	69,281.18	73,438.80	77,609.47
8	47,953.45	50,308.12	52,638.44	55,640.73	63,032.47	67,198.62	71,361.25	75,519.10	79,687.51
9	47,953.45	50,308.12	52,638.44	55,640.73	63,032.47	67,198.62	73,438.80	77,609.47	81,767.79
10	47,953.45	50,308.12	52,638.44	55,640.73	63,032.47	67,198.62	73,438.80	79,687.51	83,855.68
11	47,953.45	50,308.12	52,638.44	55,640.73	63,032.47	67,198.62	73,438.80	79,687.51	85,258.00

Head Teacher Stipend

Teacher Scale + \$3,000/ year (\$250/month)

Asst. Head Teacher Stipend

Teacher Scale + \$935/ year (\$77.92/month)

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 675.96
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,351.92
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,027.88

**Appendix A-4**

Board Approval: 4/16/2024

*Time Base: Annual*

**Based on 191 Days**

**AEA Counselors 2023-2024**

Effective July 1, 2023

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	69,413.11	70,095.84	71,558.81	75,973.08	80,590.17
2	70,095.84	70,778.53	73,704.52	78,282.60	82,899.76
3	70,778.53	71,558.81	75,973.08	80,590.17	85,209.28
4	71,558.81	73,704.52	78,282.60	82,899.76	88,094.22
5	72,339.04	75,973.08	80,590.17	85,209.28	90,403.78
6	73,010.39	77,588.48	82,205.64	87,400.10	92,019.18
7	75,278.95	79,896.03	84,515.15	89,709.65	94,326.77
8	77,588.48	82,205.64	87,400.10	92,019.18	96,636.31
9	79,896.03	84,515.15	89,709.65	94,326.77	98,943.89
10	81,511.50	87,400.10	92,019.18	96,636.31	101,830.84
11	81,511.50	89,015.52	93,628.71	98,251.73	103,444.24
12	81,511.50	91,325.07	95,942.17	101,136.71	105,765.53
13	81,511.50	91,325.07	98,251.73	103,444.24	108,065.34
14	81,511.50	91,325.07	98,251.73	105,755.76	110,370.94
15	81,511.50	91,325.07	98,251.73	108,065.34	112,680.52
16	81,564.01	91,377.59	98,304.27	108,117.85	112,733.03
17	81,564.01	91,377.59	98,304.27	108,117.85	112,733.03
18	83,126.90	92,938.53	99,865.18	109,676.80	114,297.86
19	83,126.90	92,938.53	99,865.18	109,676.80	114,297.86
20	83,126.90	92,938.53	99,865.18	109,676.80	114,297.86
21	85,432.50	95,248.04	102,172.77	111,986.37	116,603.47
22	85,432.50	95,248.04	102,172.77	111,986.37	116,603.47
23	85,432.50	95,248.04	102,172.77	111,986.37	116,603.47
24	87,744.01	97,557.61	104,484.26	114,297.86	118,913.01
25	87,744.01	97,557.61	104,484.26	114,297.86	118,913.01
26	87,744.01	97,557.61	104,484.26	114,297.86	118,913.01
27	87,744.01	97,557.61	104,484.26	116,603.47	124,997.02

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,230.67

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 675.96
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,351.92
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,027.88

**Appendix A-5**

Board Approval: 4/16/2024

*Time Base: Annual*

**Based on 186 Days**

**AEA ROP/CTE 2023-2024**

Effective July 1, 2023

	STEP	minus BA	with BA
	1	64,423.68	64,423.68
	2	64,423.68	64,423.68
	3	64,423.68	64,423.68
	4	64,423.68	66,767.17
	5	64,423.68	69,114.88
	6	66,091.22	70,776.08
	7	68,438.91	73,121.68
	8	70,788.75	75,467.28
	9	73,140.68	77,810.77
	10	75,606.77	80,154.27
	11	77,312.34	81,817.56
	12	79,666.37	84,161.04
	13	82,012.01	86,506.70
	14	84,366.05	88,740.27
	15	86,044.18	90,519.84
	16	86,044.18	90,519.84
	17	86,044.18	90,519.84
	18	90,447.95	94,923.63
	19	90,447.95	94,923.63
	20	90,447.95	94,923.63
	21	91,479.17	95,954.84
	22	91,479.17	95,954.84
	23	91,479.17	95,954.84
	24	92,510.40	96,897.31
	25	92,510.40	96,897.31
	26	92,510.40	96,897.31
	27	92,510.40	96,897.31

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,230.67

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 675.96
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,351.92
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,027.88

**Appendix A-6**

Board Approval: 4/16/2024

*Time Base: Annual*

***Based on 195 Days/8 Hours per day***

**AEA Psychologists 2023-2024**

Effective July 1, 2023

	STEP	Salary
	1	121,342.80
	2	127,009.30
	3	132,959.59
	4	139,207.67
	5	145,768.17
	6	147,281.22
	7	148,794.27
	8	150,307.31
	9	150,307.31
	10+	150,307.31

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly \$ 2,230.67

Hourly Rate \$ 50.00

**Unit members shall be eligible for the following annual longevity stipend based on years of service in the District:**

Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)	\$ 675.96
Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)	\$ 1,351.92
16 or More Years of AUSD Service (3% of Step1, Col 1, of AEA Salary Schedule A-1)	\$ 2,027.88

**Alameda Unified School District  
CSEA Office Technical Unit Salary Schedule  
Base 7/1/2023 with 1% Effective 1/1/2024**

Monthly rates based on a 261 day work year

Time Base Hourly (H)

(9% Shift Differential applies to certain shifts, see Article 11, Section L)

(H=Hourly, D=Daily, M=Monthly)

8 hours/day Position	Range	Time Base	Step					Longevity Increments				
			A	B	C	D	E	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)
Mailroom Clerk	25	M	3,840.18	4,035.06	4,233.42	4,456.14	4,677.12	4,818.06	4,962.48	5,112.12	5,265.24	5,423.58
		D	176.56	185.52	194.64	204.88	215.04	221.52	228.16	235.04	242.08	249.36
Campus Security		H	22.07	23.19	24.33	25.61	26.88	27.69	28.52	29.38	30.26	31.17
Accounting Assistant I	29	M	4,233.42	4,456.14	4,678.86	4,918.98	5,164.32	5,319.18	5,479.26	5,642.82	5,811.60	5,985.60
Media/Textbook Technician		D	194.64	204.88	215.12	226.16	237.44	244.56	251.92	259.44	267.20	275.20
Health Office Assistant		H	24.33	25.61	26.89	28.27	29.68	30.57	31.49	32.43	33.40	34.40
Facilities Use & Transportation Tech	30	M	4,348.26	4,570.98	4,798.92	5,042.52	5,294.82	5,453.16	5,616.72	5,785.50	5,959.50	6,138.72
Personnel Assistant		D	199.92	210.16	220.64	231.84	243.44	250.72	258.24	266.00	274.00	282.24
Student Support Provider		H	24.99	26.27	27.58	28.98	30.43	31.34	32.28	33.25	34.25	35.28
School Office Assistant	31	M	4,456.14	4,678.86	4,918.98	5,164.32	5,425.32	5,588.88	5,755.92	5,928.18	6,105.66	6,288.36
Office Assistant District		D	204.88	215.12	226.16	237.44	249.44	256.96	264.64	272.56	280.72	289.12
Junior Accountant		H	25.61	26.89	28.27	29.68	31.18	32.12	33.08	34.07	35.09	36.14
Parent Liaison	32	M	4,570.98	4,798.92	5,042.52	5,294.82	5,564.52	5,731.56	5,903.82	6,081.30	6,264.00	6,451.92
		D	210.16	220.64	231.84	243.44	255.84	263.52	271.44	279.60	288.00	296.64
		H	26.27	27.58	28.98	30.43	31.98	32.94	33.93	34.95	36.00	37.08
School Treasurer	33	M	4,678.86	4,918.98	5,164.32	5,425.32	5,695.02	5,865.54	6,041.28	6,222.24	6,408.42	6,599.82
Student Services Assistant; Records Technician-SpEd/Transportation		D	215.12	226.16	237.44	249.44	261.84	269.68	277.76	286.08	294.64	303.44
HR -BTSA/PAR Personnel Tech.		H	26.89	28.27	29.68	31.18	32.73	33.71	34.72	35.76	36.83	37.93
School Attendance Specialist	34	M	4,798.92	5,042.52	5,294.82	5,564.52	5,846.40	6,022.14	6,203.10	6,389.28	6,580.68	6,777.30
Accounting Assistant		D	220.64	231.84	243.44	255.84	268.80	276.88	285.20	293.76	302.56	311.60
		H	27.58	28.98	30.43	31.98	33.60	34.61	35.65	36.72	37.82	38.95
Transition Services Specialist	35	M	4,918.98	5,164.32	5,425.32	5,695.02	5,990.82	6,170.04	6,354.48	6,545.88	6,742.50	6,944.34
College Career Center Tech		D	226.16	237.44	249.44	261.84	275.44	283.68	292.16	300.96	310.00	319.28
Accountability Specialist		H	28.27	29.68	31.18	32.73	34.43	35.46	36.52	37.62	38.75	39.91
Accounting Technician-Food Services	36	M	5,042.52	5,294.82	5,564.52	5,846.40	6,136.98	6,321.42	6,511.08	6,705.96	6,907.80	7,114.86
Accounting Technician; CWA Specialist; Testing Specialist		D	231.84	243.44	255.84	268.80	282.16	290.64	299.36	308.32	317.60	327.12
Office Specialist		H	28.98	30.43	31.98	33.60	35.27	36.33	37.42	38.54	39.70	40.89
Assistive Technology Spec.	37	M	5,164.32	5,425.32	5,698.50	5,994.30	6,293.58	6,483.24	6,678.12	6,878.22	7,085.28	7,297.56
		D	237.44	249.44	262.00	275.60	289.36	298.08	307.04	316.24	325.76	335.52
		H	29.68	31.18	32.75	34.45	36.17	37.26	38.38	39.53	40.72	41.94
Department Office Specialist	38	M	5,294.82	5,564.52	5,846.40	6,136.98	6,448.44	6,641.58	6,841.68	7,047.00	7,259.28	7,476.78
Department Office Manager		D	243.44	255.84	268.80	282.16	296.48	305.36	314.56	324.00	333.76	343.76
Human Resources Specialist		H	30.43	31.98	33.60	35.27	37.06	38.17	39.32	40.50	41.72	42.97
School Office Manager	39	M	5,425.32	5,695.02	5,990.82	6,297.06	6,613.74	6,812.10	7,015.68	7,226.22	7,443.72	7,666.44
		D	249.44	261.84	275.44	289.52	304.08	313.20	322.56	332.24	342.24	352.48
		H	31.18	32.73	34.43	36.19	38.01	39.15	40.32	41.53	42.78	44.06
Administrative Assistant	41	M	5,695.02	5,990.82	6,297.06	6,596.34	6,928.68	7,135.74	7,349.76	7,570.74	7,798.68	8,031.84
		D	261.84	275.44	289.52	303.28	318.56	328.08	337.92	348.08	358.56	369.28
		H	32.73	34.43	36.19	37.91	39.82	41.01	42.24	43.51	44.82	46.16
Accountant-Payroll; Accountant-Revenue	42	M	5,846.40	6,136.98	6,448.44	6,768.60	7,104.42	7,316.70	7,535.94	7,762.14	7,995.30	8,235.42
Budget Analyst-MOF; Budget Analyst-SpEd		D	268.80	282.16	296.48	311.20	326.64	336.40	346.48	356.88	367.60	378.64
Digital Communications Specialist		H	33.60	35.27	37.06	38.90	40.83	42.05	43.31	44.61	45.95	47.33
Technology Support Specialist	43	M	5,992.56	6,291.84	6,612.00	6,935.64	7,283.64	7,502.88	7,727.34	7,958.76	8,197.14	8,442.48
		D	275.52	289.28	304.00	318.88	334.88	344.96	355.28	365.92	376.88	388.16
		H	34.44	36.16	38.00	39.86	41.86	43.12	44.41	45.74	47.11	48.52
Leaves Desk Specialist	44	M	6,136.98	6,448.44	6,779.04	7,118.34	7,480.26	7,704.72	7,936.14	8,174.52	8,419.86	8,672.16
Database Administrator-Applications		D	282.16	296.48	311.68	327.28	343.92	354.24	364.88	375.84	387.12	398.72
Database Administrator-Special Ed Databases		H	35.27	37.06	38.96	40.91	42.99	44.28	45.61	46.98	48.39	49.84
Systems Analyst	46	M	6,446.70	6,777.30	7,113.12	7,475.04	7,859.58	8,096.22	8,339.82	8,590.38	8,847.90	9,114.12
Media Technology Specialist		D	296.40	311.60	327.04	343.68	361.36	372.24	383.44	394.96	406.80	419.04
Instructional Technology (IT) Technician		H	37.05	38.95	40.88	42.96	45.17	46.53	47.93	49.37	50.85	52.38
Network Administrator	48	M	6,773.82	7,120.08	7,475.04	7,852.62	8,258.04	8,505.12	8,760.90	9,023.64	9,295.08	9,573.48
		D	311.44	327.36	343.68	361.04	379.68	391.04	402.80	414.88	427.36	440.16
		H	38.93	40.92	42.96	45.13	47.46	48.88	50.35	51.86	53.42	55.02



\* Additional \$0.80/hour Bilingual Stipend for ELD Paraprofessionals

**Alameda Unified School District  
CSEA Office Technical Unit Salary Schedule  
Base 12/1/2022 with 6% Effective 7/1/2023**

Monthly rates based on a 261 day work year

Time Base Hourly (H)

(9% Shift Differential applies to certain shifts, see Article 11, Section L)

(H=Hourly, D=Daily, M=Monthly)

8 hours/day Position	Range	Time Base	Step					Longevity Increments				
			A	B	C	D	E	9-15Yrs (Plus 3%)	16-20Yrs (Plus 3%)	21-25Yrs (Plus 3%)	26-30Yrs (Plus 3%)	Over 30Yrs (Plus 3%)
Mailroom Clerk	25	M	3,801.90	3,995.04	4,191.66	4,412.64	4,630.14	4,769.34	4,912.02	5,059.92	5,211.30	5,367.90
		D	174.80	183.68	192.72	202.88	212.88	219.28	225.84	232.64	239.60	246.80
Campus Security		H	21.85	22.96	24.09	25.36	26.61	27.41	28.23	29.08	29.95	30.85
Accounting Assistant I	29	M	4,191.66	4,412.64	4,631.88	4,870.26	5,113.86	5,266.98	5,425.32	5,588.88	5,755.92	5,928.18
Media/Textbook Technician		D	192.72	202.88	212.96	223.92	235.12	242.16	249.44	256.96	264.64	272.56
Health Office Assistant		H	24.09	25.36	26.62	27.99	29.39	30.27	31.18	32.12	33.08	34.07
Facilities Use & Transportation Tech	30	M	4,304.76	4,525.74	4,751.94	4,992.06	5,242.62	5,399.22	5,561.04	5,728.08	5,900.34	6,077.82
Personnel Assistant		D	197.92	208.08	218.48	229.52	241.04	248.24	255.68	263.36	271.28	279.44
Student Support Provider		H	24.74	26.01	27.31	28.69	30.13	31.03	31.96	32.92	33.91	34.93
School Office Assistant	31	M	4,412.64	4,631.88	4,870.26	5,113.86	5,371.38	5,533.20	5,698.50	5,869.02	6,044.76	6,225.72
Office Assistant District		D	202.88	212.96	223.92	235.12	246.96	254.40	262.00	269.84	277.92	286.24
Junior Accountant		H	25.36	26.62	27.99	29.39	30.87	31.80	32.75	33.73	34.74	35.78
Parent Liaison	32	M	4,525.74	4,751.94	4,992.06	5,242.62	5,508.84	5,674.14	5,844.66	6,020.40	6,201.36	6,387.54
		D	208.08	218.48	229.52	241.04	253.28	260.88	268.72	276.80	285.12	293.68
		H	26.01	27.31	28.69	30.13	31.66	32.61	33.59	34.60	35.64	36.71
School Treasurer	33	M	4,631.88	4,870.26	5,113.86	5,371.38	5,639.34	5,808.12	5,982.12	6,161.34	6,345.78	6,535.44
Student Services Assistant; Records Technician-SpEd/Transportation		D	212.96	223.92	235.12	246.96	259.28	267.04	275.04	283.28	291.76	300.48
HR -BTSA/PAR Personnel Tech.		H	26.62	27.99	29.39	30.87	32.41	33.38	34.38	35.41	36.47	37.56
School Attendance Specialist	34	M	4,751.94	4,992.06	5,242.62	5,508.84	5,788.98	5,962.98	6,142.20	6,326.64	6,516.30	6,711.18
Accounting Assistant		D	218.48	229.52	241.04	253.28	266.16	274.16	282.40	290.88	299.60	308.56
		H	27.31	28.69	30.13	31.66	33.27	34.27	35.30	36.36	37.45	38.57
Transition Services Specialist	35	M	4,870.26	5,113.86	5,371.38	5,639.34	5,931.66	6,109.14	6,291.84	6,479.76	6,674.64	6,874.74
College Career Center Tech		D	223.92	235.12	246.96	259.28	272.72	280.88	289.28	297.92	306.88	316.08
Accountability Specialist		H	27.99	29.39	30.87	32.41	34.09	35.11	36.16	37.24	38.36	39.51
Accounting Technician-Food Services	36	M	4,992.06	5,242.62	5,508.84	5,788.98	6,076.08	6,258.78	6,446.70	6,639.84	6,838.20	7,043.52
Accounting Technician; CWA Specialist; Testing Specialist		D	229.52	241.04	253.28	266.16	279.36	287.76	296.40	305.28	314.40	323.84
Office Specialist		H	28.69	30.13	31.66	33.27	34.92	35.97	37.05	38.16	39.30	40.48
Assistive Technology Spec.	37	M	5,113.86	5,371.38	5,642.82	5,935.14	6,230.94	6,417.12	6,610.26	6,808.62	7,012.20	7,222.74
		D	235.12	246.96	259.44	272.88	286.48	295.04	303.92	313.04	322.40	332.08
		H	29.39	30.87	32.43	34.11	35.81	36.88	37.99	39.13	40.30	41.51
Department Office Specialist	38	M	5,242.62	5,508.84	5,788.98	6,076.08	6,384.06	6,575.46	6,772.08	6,975.66	7,184.46	7,400.22
Department Office Manager		D	241.04	253.28	266.16	279.36	293.52	302.32	311.36	320.72	330.32	340.24
Human Resources Specialist		H	30.13	31.66	33.27	34.92	36.69	37.79	38.92	40.09	41.29	42.53
School Office Manager	39	M	5,371.38	5,639.34	5,931.66	6,234.42	6,547.62	6,744.24	6,946.08	7,154.88	7,368.90	7,589.88
		D	246.96	259.28	272.72	286.64	301.04	310.08	319.36	328.96	338.80	348.96
		H	30.87	32.41	34.09	35.83	37.63	38.76	39.92	41.12	42.35	43.62
Administrative Assistant	41	M	5,639.34	5,931.66	6,234.42	6,530.22	6,860.82	7,066.14	7,278.42	7,495.92	7,720.38	7,951.80
		D	259.28	272.72	286.64	300.24	315.44	324.88	334.64	344.64	354.96	365.60
		H	32.41	34.09	35.83	37.53	39.43	40.61	41.83	43.08	44.37	45.70
Accountant-Payroll; Accountant-Revenue	42	M	5,788.98	6,076.08	6,384.06	6,700.74	7,034.82	7,245.36	7,462.86	7,687.32	7,918.74	8,157.12
Budget Analyst-MOF; Budget Analyst-SpEd		D	266.16	279.36	293.52	308.08	323.44	333.12	343.12	353.44	364.08	375.04
Digital Communications Specialist		H	33.27	34.92	36.69	38.51	40.43	41.64	42.89	44.18	45.51	46.88
Technology Support Specialist	43	M	5,933.40	6,229.20	6,545.88	6,867.78	7,212.30	7,428.06	7,650.78	7,880.46	8,117.10	8,360.70
		D	272.80	286.40	300.96	315.76	331.60	341.52	351.76	362.32	373.20	384.40
		H	34.10	35.80	37.62	39.47	41.45	42.69	43.97	45.29	46.65	48.05
Leaves Desk Specialist	44	M	6,076.08	6,384.06	6,711.18	7,047.00	7,405.44	7,628.16	7,857.84	8,092.74	8,336.34	8,586.90
Database Administrator-Applications		D	279.36	293.52	308.56	324.00	340.48	350.72	361.28	372.08	383.28	394.80
Database Administrator-Special Ed Databases		H	34.92	36.69	38.57	40.50	42.56	43.84	45.16	46.51	47.91	49.35
Systems Analyst	46	M	6,382.32	6,709.44	7,043.52	7,400.22	7,781.28	8,014.44	8,254.56	8,501.64	8,757.42	9,020.16
Media Technology Specialist		D	293.44	308.48	323.84	340.24	357.76	368.48	379.52	390.88	402.64	414.72
Instructional Technology (IT) Technician		H	36.68	38.56	40.48	42.53	44.72	46.06	47.44	48.86	50.33	51.84
Network Administrator	48	M	6,705.96	7,048.74	7,400.22	7,774.32	8,176.26	8,421.60	8,673.90	8,934.90	9,202.86	9,479.52
		D	308.32	324.08	340.24	357.44	375.92	387.20	398.80	410.80	423.12	435.84
		H	38.54	40.51	42.53	44.68	46.99	48.40	49.85	51.35	52.89	54.48

\* Additional \$0.80/hour Bilingual Stipend for ELD Paraprofessionals

**CSEA 860, Maintenance**  
**Base 7/1/2023 with 1% Effective 1/1/2024**

*Time Base: Hourly*

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-13yrs	3% 14-18yrs	3% 19-23yrs	3% 24-28yrs	3% 29-33yrs	3% >33yrs
Custodian	33	4,052.46 23.29	4,252.56 24.44	4,473.54 25.71	4,694.52 26.98	4,929.42 28.33	5,077.32 29.18	5,230.44 30.06	5,387.04 30.96	5,548.86 31.89	5,715.90 32.85	5,888.16 33.84
Grounds & Facility Attendant	34	4,153.38 23.87	4,360.44 25.06	4,584.90 26.35	4,814.58 27.67	5,052.96 29.04	5,204.34 29.91	5,360.94 30.81	5,521.02 31.73	5,686.32 32.68	5,856.84 33.66	6,032.58 34.67
Asst. Head Custodian HS	35	4,257.78 24.47	4,473.54 25.71	4,698.00 27.00	4,929.42 28.33	5,174.76 29.74	5,329.62 30.63	5,489.70 31.55	5,655.00 32.50	5,825.52 33.48	5,999.52 34.48	6,178.74 35.51
Gardener/Driver;	36	4,363.92 25.08	4,584.90 26.35	4,816.32 27.68	5,056.44 29.06	5,308.74 30.51	5,468.82 31.43	5,632.38 32.37	5,801.16 33.34	5,975.16 34.34	6,154.38 35.37	6,338.82 36.43
Head Custodian-Elem.;	37	4,477.02	4,701.48	4,934.64	5,181.72	5,437.50	5,601.06	5,769.84	5,942.10	6,119.58	6,304.02	6,493.68
Head Custodian-Cont.HS, WCDC, Gardener		25.73	27.02	28.36	29.78	31.25	32.19	33.16	34.15	35.17	36.23	37.32
Gmaintenance-Delivery/Mail Driver;	38	4,593.60	4,819.80	5,059.92	5,315.70	5,581.92	5,748.96	5,921.22	6,098.70	6,281.40	6,469.32	6,664.20
Stage Tech./Trade Asst., Asst. Storekeeper		26.40	27.70	29.08	30.55	32.08	33.04	34.03	35.05	36.10	37.18	38.30
Custodian Head - Middle School	39	4,704.96	4,938.12	5,186.94	5,446.20	5,721.12	5,893.38	6,070.86	6,253.56	6,441.48	6,634.62	6,832.98
		27.04	28.38	29.81	31.30	32.88	33.87	34.89	35.94	37.02	38.13	39.27
Custodian Head - High School	41	4,941.60	5,181.72	5,451.42	5,724.60	6,008.22	6,189.18	6,375.36	6,566.76	6,763.38	6,966.96	7,175.76
		28.40	29.78	31.33	32.90	34.53	35.57	36.64	37.74	38.87	40.04	41.24
Gardener Crew Chief, Custodian Head HS/Admin	42	5,070.36	5,322.66	5,585.40	5,869.02	6,161.34	6,345.78	6,535.44	6,732.06	6,933.90	7,142.70	7,356.72
<b>Food Service Warehouse Technician</b>		29.14	30.59	32.10	33.73	35.41	36.47	37.56	38.69	39.85	41.05	42.28
Storekeeper	44	5,326.14	5,599.32	5,879.46	6,173.52	6,479.76	6,674.64	6,874.74	7,081.80	7,294.08	7,513.32	7,739.52
		30.61	32.18	33.79	35.48	37.24	38.36	39.51	40.70	41.92	43.18	44.48
Preventive Maintenance Technician	46	5,585.40	5,855.10	6,159.60	6,476.28	6,796.44	7,000.02	7,210.56	7,426.32	7,649.04	7,878.72	8,115.36
General Maintenance-Mechanic		32.10	33.65	35.40	37.22	39.06	40.23	41.44	42.68	43.96	45.28	46.64
Pool Maintenance Technician	49	5,983.86	6,281.40	6,591.12	6,923.46	7,271.46	7,488.96	7,713.42	7,944.84	8,183.22	8,428.56	8,680.86
		34.39	36.10	37.88	39.79	41.79	43.04	44.33	45.66	47.03	48.44	49.89
Lead Production Cook	52	6,490.20	6,805.14	7,160.10	7,515.06	7,892.64	8,129.28	8,372.88	8,623.44	8,882.70	9,148.92	9,423.84
		37.30	39.11	41.15	43.19	45.36	46.72	48.12	49.56	51.05	52.58	54.16
<i>Food Service Operations Manager</i>	56	7,167.06	7,523.76	7,903.08	8,298.06	8,712.18	8,973.18	9,242.88	9,519.54	9,804.90	10,098.96	10,401.72
		41.19	43.24	45.42	47.69	50.07	51.57	53.12	54.71	56.35	58.04	59.78
Carpenter; Electrician;Painter;HVAC;Plumber	59	7,793.46	8,165.82	8,592.12	9,021.90	9,474.30	9,757.92	10,050.24	10,351.26	10,660.98	10,981.14	11,310.00
		44.79	46.93	49.38	51.85	54.45	56.08	57.76	59.49	61.27	63.11	65.00
All Leads for Trades (i.e. Carpenter, Electrician, ...)	63	8,602.56	9,032.34	9,483.00	9,961.50	10,452.18	10,765.38	11,089.02	11,421.36	11,764.14	12,117.36	12,481.02
		49.44	51.91	54.50	57.25	60.07	61.87	63.73	65.64	67.61	69.64	71.73
General Maintenance Lead	64	9,032.34	9,486.48	9,954.54	10,460.88	10,972.44	11,301.30	11,640.60	11,990.34	12,350.52	12,721.14	13,102.20
		51.91	54.52	57.21	60.12	63.06	64.95	66.90	68.91	70.98	73.11	75.30
Maintenance Operations Lead	66	9,489.96	9,970.20	10,474.80	10,991.58	11,543.16	11,889.42	12,246.12	12,613.26	12,990.84	13,380.60	13,782.54
Custodial Operations Lead		54.54	57.30	60.20	63.17	66.34	68.33	70.38	72.49	74.66	76.90	79.21

**CSEA 860, Maintenance**  
**Base 7/1/2023 with 1% Effective 1/1/2024**

Time Base: Hourly  
 with 9% Shift Differential

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-13yrs	3% 14-18yrs	3% 19-23yrs	3% 24-28yrs	3% 29-33yrs	3% >33yrs
Custodian	33	4,417.86 25.39	4,635.36 26.64	4,875.48 28.02	5,117.34 29.41	5,373.12 30.88	5,534.94 31.81	5,700.24 32.76	5,870.76 33.74	6,046.50 34.75	6,227.46 35.79	6,413.64 36.86
Grounds & Facility Attendant	34	4,527.48 26.02	4,753.68 27.32	4,997.28 28.72	5,247.84 30.16	5,507.10 31.65	5,672.40 32.60	5,842.92 33.58	6,018.66 34.59	6,199.62 35.63	6,385.80 36.70	6,577.20 37.80
Asst. Head Custodian HS Gardener	35	4,640.58 26.67	4,875.48 28.02	5,120.82 29.43	5,373.12 30.88	5,641.08 32.42	5,809.86 33.39	5,983.86 34.39	6,163.08 35.42	6,347.52 36.48	6,537.18 37.57	6,733.80 38.70
Gardener/Driver;	36	4,757.16 27.34	4,997.28 28.72	5,249.58 30.17	5,512.32 31.68	5,787.24 33.26	5,961.24 34.26	6,140.46 35.29	6,324.90 36.35	6,514.56 37.44	6,709.44 38.56	6,911.28 39.72
Head Custodian-Elem.; Head Custodian-Cont.HS, WDCD, Gardener	37	4,880.70 28.05	5,124.30 29.45	5,378.34 30.91	5,648.04 32.46	5,926.44 34.06	6,103.92 35.08	6,286.62 36.13	6,474.54 37.21	6,669.42 38.33	6,869.52 39.48	7,074.84 40.66
Gmaintenance-Delivery/Mail Driver; Stage Tech./Trade Asst., Asst. Storekeeper	38	5,007.72 28.78	5,253.06 30.19	5,515.80 31.70	5,794.20 33.30	6,084.78 34.97	6,267.48 36.02	6,455.40 37.10	6,648.54 38.21	6,848.64 39.36	7,053.96 40.54	7,266.24 41.76
Custodian Head - Middle School	39	5,127.78 29.47	5,381.82 30.93	5,653.26 32.49	5,936.88 34.12	6,236.16 35.84	6,424.08 36.92	6,617.22 38.03	6,815.58 39.17	7,020.90 40.35	7,231.44 41.56	7,448.94 42.81
<i>Not in Use</i>	40	5,265.24 30.26	5,521.02 31.73	5,797.68 33.32	6,088.26 34.99	6,387.54 36.71	6,578.94 37.81	6,775.56 38.94	6,979.14 40.11	7,187.94 41.31	7,403.70 42.55	7,626.42 43.83
Custodian Head - High School	41	5,387.04 30.96	5,648.04 32.46	5,942.10 34.15	6,239.64 35.86	6,549.36 37.64	6,745.98 38.77	6,947.82 39.93	7,156.62 41.13	7,370.64 42.36	7,591.62 43.63	7,819.56 44.94
Gardener Crew Chief, Custodian Head HS/Admin <b>Food Service Warehouse Technician</b>	42	5,526.24 31.76	5,801.16 33.34	6,088.26 34.99	6,397.98 36.77	6,716.40 38.60	6,918.24 39.76	7,125.30 40.95	7,339.32 42.18	7,560.30 43.45	7,786.50 44.75	8,019.66 46.09
<i>Not in Use</i>	43	5,665.44 32.56	5,954.28 34.22	6,253.56 35.94	6,558.06 37.69	6,890.40 39.60	7,097.46 40.79	7,309.74 42.01	7,528.98 43.27	7,755.18 44.57	7,988.34 45.91	8,228.46 47.29
Storekeeper	44	5,804.64 33.36	6,103.92 35.08	6,408.42 36.83	6,728.58 38.67	7,062.66 40.59	7,274.94 41.81	7,492.44 43.06	7,716.90 44.35	7,948.32 45.68	8,186.70 47.05	8,432.04 48.46
Preventive Maintenance Technician General Maintenance-Mechanic	46	6,088.26 34.99	6,382.32 36.68	6,714.66 38.59	7,059.18 40.57	7,408.92 42.58	7,631.64 43.86	7,861.32 45.18	8,097.96 46.54	8,341.56 47.94	8,592.12 49.38	8,849.64 50.86
Pool Maintenance Technician	49	6,523.26 37.49	6,846.90 39.35	7,184.46 41.29	7,546.38 43.37	7,925.70 45.55	8,164.08 46.92	8,409.42 48.33	8,661.72 49.78	8,920.98 51.27	9,188.94 52.81	9,463.86 54.39
Carpenter; Electrician;Painter;HVAC Plumber; <i>Lead Production Cook</i>	52	7,074.84 40.66	7,417.62 42.63	7,803.90 44.85	8,191.92 47.08	8,602.56 49.44	8,860.08 50.92	9,126.30 52.45	9,399.48 54.02	9,681.36 55.64	9,971.94 57.31	10,271.22 59.03
<i>Food Service Operations Manager</i>	56	7,812.60 44.90	8,200.62 47.13	8,614.74 49.51	9,044.52 51.98	9,496.92 54.58	9,782.28 56.22	10,076.34 57.91	10,379.10 59.65	10,690.56 61.44	11,010.72 63.28	11,341.32 65.18
Carpenter; Electrician;Painter;HVAC;Plumber	59	8,494.68 48.82	8,900.10 51.15	9,364.68 53.82	9,834.48 56.52	10,326.90 59.35	10,636.62 61.13	10,955.04 62.96	11,283.90 64.85	11,623.20 66.80	11,971.20 68.80	12,329.64 70.86
All Leads for Trades (i.e. Carpenter, Electrician, ...)	63	9,376.86 53.89	9,844.92 56.58	10,337.34 59.41	10,857.60 62.40	11,393.52 65.48	11,734.56 67.44	12,086.04 69.46	12,447.96 71.54	12,822.06 73.69	13,206.60 75.90	13,603.32 78.18
General Maintenance Lead	64	9,844.92 56.58	10,340.82 59.43	10,850.64 62.36	11,402.22 65.53	11,960.76 68.74	12,319.20 70.80	12,688.08 72.92	13,069.14 75.11	13,460.64 77.36	13,864.32 79.68	14,280.18 82.07
Maintenance Operations Lead Custodial Operations Lead	66	10,344.30 59.45	10,868.04 62.46	11,417.88 65.62	11,981.64 68.86	12,581.94 72.31	12,959.52 74.48	13,347.54 76.71	13,747.74 79.01	14,160.12 81.38	14,584.68 83.82	15,021.42 86.33

**Alameda Unified School District**  
**CSEA 860, Food Service**  
**Base 7/1/2023 with 1% Effective 1/1/2024**

*Time Base: Hourly*

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-13yrs	3% 14-18yrs	3% 19-23yrs	3% 24-28yrs	3% 29-33yrs	3% >33yrs
Food Service Assistant I	23	18.20	19.10	20.01	21.08	22.10	22.76	23.44	24.14	24.86	25.61	26.38
Food Service Assistant II (Van Driver)	26	19.61	20.56	21.61	22.67	23.81	24.52	25.26	26.02	26.80	27.60	28.43
Food Service Manager I	29	21.08	22.13	23.31	24.42	25.63	26.40	27.19	28.01	28.85	29.72	30.61
Food Service Asst III-Cook Food Service Manager II	36	25.08	26.37	27.66	29.03	30.47	31.38	32.32	33.29	34.29	35.32	36.38
Food Service Manager III Central Kitchen	42	29.08	30.51	32.05	33.65	35.35	36.41	37.50	38.63	39.79	40.98	42.21

**CSEA 860, Maintenance**  
**Base 12/1/2022 with 6% Effective 7/1/2023**

*Time Base: Hourly*

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-13yrs	3% 14-18yrs	3% 19-23yrs	3% 24-28yrs	3% 29-33yrs	3% >33yrs
Custodian	33	4,012.44 23.06	4,210.80 24.20	4,430.04 25.46	4,647.54 26.71	4,880.70 28.05	5,026.86 28.89	5,178.24 29.76	5,333.10 30.65	5,493.18 31.57	5,658.48 32.52	5,829.00 33.50
Grounds & Facility Attendant	34	4,111.62 23.63	4,316.94 24.81	4,539.66 26.09	4,767.60 27.40	5,002.50 28.75	5,152.14 29.61	5,307.00 30.50	5,467.08 31.42	5,630.64 32.36	5,799.42 33.33	5,973.42 34.33
Asst. Head Custodian HS	35	4,216.02 24.23	4,430.04 25.46	4,651.02 26.73	4,880.70 28.05	5,124.30 29.45	5,277.42 30.33	5,435.76 31.24	5,599.32 32.18	5,768.10 33.15	5,940.36 34.14	6,117.84 35.16
Gardener/Driver;	36	4,320.42 24.83	4,539.66 26.09	4,769.34 27.41	5,005.98 28.77	5,256.54 30.21	5,414.88 31.12	5,576.70 32.05	5,743.74 33.01	5,916.00 34.00	6,093.48 35.02	6,276.18 36.07
Head Custodian-Elem.;	37	4,433.52	4,654.50	4,885.92	5,131.26	5,383.56	5,545.38	5,712.42	5,882.94	6,058.68	6,239.64	6,427.56
Head Custodian-Cont.HS, WCDC, Gardener		25.48	26.75	28.08	29.49	30.94	31.87	32.83	33.81	34.82	35.86	36.94
Gmaintenance-Delivery/Mail Driver;	38	4,548.36	4,772.82	5,009.46	5,263.50	5,526.24	5,691.54	5,862.06	6,037.80	6,218.76	6,404.94	6,596.34
Stage Tech./Trade Asst., Asst. Storekeeper		26.14	27.43	28.79	30.25	31.76	32.71	33.69	34.70	35.74	36.81	37.91
Custodian Head - Middle School	39	4,657.98 26.77	4,889.40 28.10	5,134.74 29.51	5,392.26 30.99	5,663.70 32.55	5,834.22 33.53	6,009.96 34.54	6,190.92 35.58	6,377.10 36.65	6,568.50 37.75	6,765.12 38.88
Custodian Head - High School	41	4,892.88 28.12	5,131.26 29.49	5,397.48 31.02	5,667.18 32.57	5,949.06 34.19	6,128.28 35.22	6,312.72 36.28	6,502.38 37.37	6,697.26 38.49	6,897.36 39.64	7,104.42 40.83
Gardener Crew Chief, Custodian Head HS/Admin	42	5,019.90	5,270.46	5,529.72	5,811.60	6,100.44	6,283.14	6,471.06	6,665.94	6,866.04	7,071.36	7,283.64
<b>Food Service Warehouse Technician</b>		28.85	30.29	31.78	33.40	35.06	36.11	37.19	38.31	39.46	40.64	41.86
Storekeeper	44	5,273.94 30.31	5,543.64 31.86	5,822.04 33.46	6,112.62 35.13	6,415.38 36.87	6,608.52 37.98	6,806.88 39.12	7,010.46 40.29	7,221.00 41.50	7,438.50 42.75	7,661.22 44.03
Preventive Maintenance Technician	46	5,529.72	5,797.68	6,098.70	6,411.90	6,728.58	6,930.42	7,137.48	7,351.50	7,572.48	7,800.42	8,033.58
General Maintenance-Mechanic		31.78	33.32	35.05	36.85	38.67	39.83	41.02	42.25	43.52	44.83	46.17
Pool Maintenance Technician	49	5,924.70 34.05	6,218.76 35.74	6,525.00 37.50	6,855.60 39.40	7,200.12 41.38	7,415.88 42.62	7,638.60 43.90	7,868.28 45.22	8,104.92 46.58	8,348.52 47.98	8,599.08 49.42
Lead Production Cook	52	6,425.82 36.93	6,737.28 38.72	7,088.76 40.74	7,440.24 42.76	7,814.34 44.91	8,049.24 46.26	8,291.10 47.65	8,539.92 49.08	8,795.70 50.55	9,060.18 52.07	9,331.62 53.63
<i>Food Service Operations Manager</i>	56	7,095.72 40.78	7,448.94 42.81	7,824.78 44.97	8,216.28 47.22	8,625.18 49.57	8,884.44 51.06	9,150.66 52.59	9,425.58 54.17	9,709.20 55.80	9,999.78 57.47	10,299.06 59.19
Carpenter; Electrician;Painter;HVAC;Plumber	59	7,716.90 44.35	8,085.78 46.47	8,506.86 48.89	8,933.16 51.34	9,380.34 53.91	9,662.22 55.53	9,952.80 57.20	10,252.08 58.92	10,560.06 60.69	10,876.74 62.51	11,203.86 64.39
All Leads for Trades (i.e. Carpenter, Electrician, ...)	63	8,517.30 48.95	8,943.60 51.40	9,389.04 53.96	9,862.32 56.68	10,349.52 59.48	10,659.24 61.26	10,979.40 63.10	11,308.26 64.99	11,647.56 66.94	11,997.30 68.95	12,357.48 71.02
General Maintenance Lead	64	8,943.60 51.40	9,392.52 53.98	9,855.36 56.64	10,356.48 59.52	10,864.56 62.44	11,189.94 64.31	11,525.76 66.24	11,872.02 68.23	12,228.72 70.28	12,595.86 72.39	12,973.44 74.56
Maintenance Operations Lead	66	9,396.00	9,871.02	10,370.40	10,881.96	11,428.32	11,771.10	12,124.32	12,487.98	12,862.08	13,248.36	13,645.08
Custodial Operations Lead		54.00	56.73	59.60	62.54	65.68	67.65	69.68	71.77	73.92	76.14	78.42

**CSEA 860, Maintenance**  
**Base 12/1/2022 with 6% Effective 7/1/2023**

Time Base: Hourly  
 with 9% Shift Differential

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-13yrs	3% 14-18yrs	3% 19-23yrs	3% 24-28yrs	3% 29-33yrs	3% >33yrs
Custodian	33	4,374.36 25.14	4,590.12 26.38	4,828.50 27.75	5,065.14 29.11	5,319.18 30.57	5,479.26 31.49	5,642.82 32.43	5,811.60 33.40	5,985.60 34.40	6,164.82 35.43	6,349.26 36.49
Grounds & Facility Attendant	34	4,482.24 25.76	4,704.96 27.04	4,948.56 28.44	5,197.38 29.87	5,453.16 31.34	5,616.72 32.28	5,785.50 33.25	5,959.50 34.25	6,138.72 35.28	6,323.16 36.34	6,512.82 37.43
Asst. Head Custodian HS Gardener	35	4,595.34 26.41	4,828.50 27.75	5,070.36 29.14	5,319.18 30.57	5,585.40 32.10	5,752.44 33.06	5,924.70 34.05	6,102.18 35.07	6,284.88 36.12	6,472.80 37.20	6,667.68 38.32
Gardener/Driver;	36	4,708.44 27.06	4,948.56 28.44	5,199.12 29.88	5,456.64 31.36	5,729.82 32.93	5,902.08 33.92	6,079.56 34.94	6,262.26 35.99	6,450.18 37.07	6,643.32 38.18	6,843.42 39.33
Head Custodian-Elem.; Head Custodian-Cont.HS, WCDC, Gardener	37	4,831.98 27.77	5,073.84 29.16	5,326.14 30.61	5,592.36 32.14	5,867.28 33.72	6,043.02 34.73	6,223.98 35.77	6,410.16 36.84	6,603.30 37.95	6,801.66 39.09	7,005.24 40.26
Gmaintenance-Delivery/Mail Driver; Stage Tech./Trade Asst., Asst. Storekeeper	38	4,957.26 28.49	5,202.60 29.90	5,460.12 31.38	5,736.78 32.97	6,023.88 34.62	6,204.84 35.66	6,391.02 36.73	6,582.42 37.83	6,779.04 38.96	6,982.62 40.13	7,191.42 41.33
Custodian Head - Middle School	39	5,077.32 29.18	5,329.62 30.63	5,597.58 32.17	5,877.72 33.78	6,173.52 35.48	6,357.96 36.54	6,549.36 37.64	6,745.98 38.77	6,947.82 39.93	7,156.62 41.13	7,370.64 42.36
<i>Not in Use</i>	40	5,213.04 29.96	5,465.34 31.41	5,740.26 32.99	6,027.36 34.64	6,324.90 36.35	6,514.56 37.44	6,709.44 38.56	6,911.28 39.72	7,118.34 40.91	7,332.36 42.14	7,551.60 43.40
Custodian Head - High School	41	5,333.10 30.65	5,592.36 32.14	5,882.94 33.81	6,177.00 35.50	6,484.98 37.27	6,679.86 38.39	6,879.96 39.54	7,087.02 40.73	7,299.30 41.95	7,518.54 43.21	7,744.74 44.51
Gardener Crew Chief, Custodian Head HS/Admin <b>Food Service Warehouse Technician</b>	42	5,472.30 31.45	5,745.48 33.02	6,027.36 34.64	6,335.34 36.41	6,650.28 38.22	6,850.38 39.37	7,055.70 40.55	7,267.98 41.77	7,485.48 43.02	7,709.94 44.31	7,941.36 45.64
<i>Not in Use</i>	43	5,608.02 32.23	5,895.12 33.88	6,190.92 35.58	6,493.68 37.32	6,822.54 39.21	7,027.86 40.39	7,238.40 41.60	7,455.90 42.85	7,680.36 44.14	7,910.04 45.46	8,146.68 46.82
Storekeeper	44	5,748.96 33.04	6,043.02 34.73	6,345.78 36.47	6,662.46 38.29	6,993.06 40.19	7,203.60 41.40	7,419.36 42.64	7,642.08 43.92	7,871.76 45.24	8,108.40 46.60	8,352.00 48.00
Preventive Maintenance Technician General Maintenance-Mechanic	46	6,027.36 34.64	6,319.68 36.32	6,646.80 38.20	6,989.58 40.17	7,334.10 42.15	7,553.34 43.41	7,779.54 44.71	8,012.70 46.05	8,252.82 47.43	8,499.90 48.85	8,755.68 50.32
Pool Maintenance Technician	49	6,457.14 37.11	6,779.04 38.96	7,113.12 40.88	7,473.30 42.95	7,847.40 45.10	8,082.30 46.45	8,324.16 47.84	8,574.72 49.28	8,832.24 50.76	9,096.72 52.28	9,369.90 53.85
Carpenter; Electrician;Painter;HVAC Plumber; <i>Lead Production Cook</i>	52	7,003.50 40.25	7,342.80 42.20	7,727.34 44.41	8,110.14 46.61	8,517.30 48.95	8,773.08 50.42	9,035.82 51.93	9,307.26 53.49	9,585.66 55.09	9,872.76 56.74	10,168.56 58.44
<i>Food Service Operations Manager</i>	56	7,734.30 44.45	8,118.84 46.66	8,529.48 49.02	8,955.78 51.47	9,401.22 54.03	9,683.10 55.65	9,973.68 57.32	10,272.96 59.04	10,580.94 60.81	10,897.62 62.63	11,224.74 64.51
Carpenter; Electrician;Painter;HVAC;Plumber	59	8,411.16 48.34	8,813.10 50.65	9,272.46 53.29	9,737.04 55.96	10,224.24 58.76	10,530.48 60.52	10,847.16 62.34	11,172.54 64.21	11,508.36 66.14	11,852.88 68.12	12,207.84 70.16
All Leads for Trades (i.e. Carpenter, Electrician, ...)	63	9,284.64 53.36	9,749.22 56.03	10,234.68 58.82	10,749.72 61.78	11,280.42 64.83	11,617.98 66.77	11,965.98 68.77	12,324.42 70.83	12,693.30 72.95	13,074.36 75.14	13,465.86 77.39
General Maintenance Lead	64	9,749.22 56.03	10,238.16 58.84	10,742.76 61.74	11,289.12 64.88	11,842.44 68.06	12,197.40 70.10	12,562.80 72.20	12,940.38 74.37	13,328.40 76.60	13,728.60 78.90	14,140.98 81.27
Maintenance Operations Lead Custodial Operations Lead	66	10,241.64 58.86	10,760.16 61.84	11,303.04 64.96	11,861.58 68.17	12,456.66 71.59	12,830.76 73.74	13,215.30 75.95	13,612.02 78.23	14,020.92 80.58	14,442.00 83.00	14,875.26 85.49



**Alameda Unified School District**  
**CSEA 860, Food Service**  
**Base 12/1/2022 with 6% Effective 7/1/2023**

*Time Base: Hourly*

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-13yrs	3% 14-18yrs	3% 19-23yrs	3% 24-28yrs	3% 29-33yrs	3% >33yrs
Food Service Assistant I	23	18.02	18.91	19.81	20.87	21.88	22.54	23.22	23.92	24.64	25.38	26.14
Food Service Assistant II (Van Driver)	26	19.42	20.36	21.40	22.45	23.57	24.28	25.01	25.76	26.53	27.33	28.15
Food Service Manager I	29	20.87	21.91	23.08	24.18	25.38	26.14	26.92	27.73	28.56	29.42	30.30
Food Service Asst III-Cook Food Service Manager II	36	24.83	26.11	27.39	28.74	30.17	31.08	32.01	32.97	33.96	34.98	36.03
Food Service Manager III Central Kitchen	42	28.79	30.21	31.73	33.32	35.00	36.05	37.13	38.24	39.39	40.57	41.79

Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented  
2023-2024 Salary Schedule  
Base 7/1/2023 with 1% Increase Effective 1/1/2024

Any exempt employee on this schedule with a Master's or PhD Degree is eligible for the following stipends:

Master's Stipend	\$2,252.74	annually	(1.75% of Step A, Principal - Elementary)
PhD Stipend	\$2,252.74	annually	(1.75% of Step A, Principal - Elementary)

Timebase: Annual

Group	Position	Range	Work Days	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Exec. Cabinet	Asst. Supt. Business Services; Asst. Supt. Human Resources; Asst. Supt. Education Services, General Counsel	Ex.Cabinet	261	221,820.13	228,649.37	235,683.50	242,928.66	250,391.16	260,657.01	265,818.56
Administrative and Supervisory/Unrepresented	Senior Director of Construction;	1A	261	155,104.66	162,859.74	171,002.18	179,552.90	188,530.15	196,145.39	204,069.67
	Senior Director for Equity and African American Student Achievement; Senior Director of Sped	1A	225	155,104.66	162,859.74	171,002.18	179,552.90	188,530.15	196,145.39	204,069.67
	Director of Elementary Ed; Secondary Ed; Certificated Personnel	1	225	147,719.54	154,682.22	161,994.85	169,669.32	177,729.49	188,107.94	191,945.17
	Director of Fiscal Services; Maintenance, Operations, Facilities; Classified Personnel	1	261	147,719.54	154,682.22	161,994.85	169,669.32	177,729.49	188,107.94	191,945.17
	Principal 9-12 High School, 6-12 High School	2	220	146,276.69	153,181.42	160,432.50	168,046.24	176,040.41	186,334.82	190,136.53
	Director of Management Information Services	3	261	141,761.65	148,441.75	155,455.59	162,819.89	170,553.04	180,516.19	184,202.69
	Senior Manager Community Affairs; Assessment & Research	3	261	141,761.65	148,441.75	155,455.59	162,819.89	170,553.04	180,516.19	184,202.69
	Principal - Continuation High School; Early College; Middle School	4	210	135,689.21	142,065.49	148,760.92	155,790.65	163,172.35	172,688.93	176,220.41
	Coordinator - Sped	5	215	129,623.91	135,696.60	142,073.18	148,768.33	155,798.58	164,868.33	168,244.98
	Coordinator - Certificated	5	225	129,623.91	135,696.60	142,073.18	148,768.33	155,798.58	164,868.33	168,244.98
	Coordinator - Classified	5	261	129,623.91	135,696.60	142,073.18	148,768.33	155,798.58	164,868.33	168,244.98
	Asst. Principal 9-12 High School; 6-12 High School	6	210	128,936.35	134,975.78	141,315.44	147,973.47	154,963.30	163,982.72	167,341.81
	Principal - Elementary School; Adult School	7	206	128,727.83	134,756.05	141,085.66	147,731.17	154,708.93	163,713.13	167,066.90
	Assistant Principal - Middle School; Dean - Student Support Services	8	205	123,974.57	129,764.81	135,844.40	142,228.39	148,930.99	157,586.20	160,818.61
	Director of Food Services	9	261	123,478.93	129,244.51	135,298.55	141,655.59	148,330.03	156,947.93	160,167.66
	Data Systems Manager; Acct/Purch Manager; Coordinator Bus. Services	11	261	116,858.00	122,298.03	128,009.57	134,007.25	140,304.67	148,442.52	151,493.88
	Coordinator - MOF Compliance; Construction Proj Manager; Facilities Maint. Mgr.	11	261	116,858.00	122,298.03	128,009.57	134,007.25	140,304.67	148,442.52	151,493.88
	Assistant Principal - Elementary; Sped Support Specialist; Program Manager	13	195	115,329.56	120,734.11	126,408.79	132,367.57	138,623.75	146,704.07	149,769.82
	SpEd Program Specialist	14	195	110,849.46	115,971.98	121,346.86	126,996.27	132,924.62	140,601.76	143,510.60
	Director of Child Development	15	225	99,557.28	104,157.97	108,985.31	114,059.22	119,383.65	126,278.72	128,891.24
	Accounting Supervisor; Senior Accountant/Buyer, Benefits Specialist; CTE Pathway Specialist	16	261	98,488.99	103,009.89	107,757.52	112,742.35	117,976.41	124,763.50	127,345.94
Confidential	Senior Executive Assistant - Superintendent	17	261	94,086.62	98,391.33	102,901.76	107,642.74	112,620.38	119,084.60	121,554.60
	Executive Assistant - Business Services; Educational Services	17B	261	87,521.54	91,460.03	95,575.72	99,876.62	104,371.05	110,158.47	112,372.62
	Adm Asst-Bus Svc; Adm Asst-HR; Administrative Secretary Ed Svcs	18	261	80,956.50	84,655.71	88,488.07	92,509.75	96,737.34	102,233.42	104,369.75
Licensed	Behavior Specialist*	19	195 (*217.5)	118,325.55	123,833.43	129,616.23	135,688.68	142,064.98	150,304.25	153,392.47
	Occupational Therapist*	20	190 (*212.5)	88,354.35	92,429.30	96,681.86	101,119.71	105,751.04	111,746.57	114,071.22

(\*in addition to work days Salary incl. 8 Vac. And 14.5 paid Holidays)

Timebase: Hourly

Unrepresented (Timebase Hourly)	Educational Equity and Family Engagement Coordinator	21	190	43.64	45.81	48.12	50.53	52.95	56.27	59.72
	Wellness & Resource Coordination Liaison	23	200	27.95	29.34	30.74	32.28	33.95	35.99	38.17

Unrepresented (Timebase Hourly)	Noon Supervisor		180	17.54						
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Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented  
2023-2024 Salary Schedule  
Base 12/1/2022 with 6% Increase Effective 7/1/2023

Any exempt employee on this schedule with a Master's or PhD Degree is eligible for the following stipends:

Master's Stipend	\$2,230.43	annually	(1.75% of Step A, Principal - Elementary)
PhD Stipend	\$2,230.43	annually	(1.75% of Step A, Principal - Elementary)

Timebase: Annual

Group	Position	Range	Work Days	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Exec. Cabinet	Asst. Supt. Business Services; Asst. Supt. Human Resources; Asst. Supt. Education Services, General Counsel	Ex.Cabinet	261	219,623.89	226,385.51	233,350.00	240,523.43	247,912.04	258,076.25	263,186.69
Administrative and Supervisory/Unrepresented	Senior Director of Construction;	1A	261	153,568.97	161,247.27	169,309.09	177,775.15	186,663.51	194,203.36	202,049.18
	Senior Director for Equity and African American Student Achievement; Senior Director of Sped	1A	225	153,568.97	161,247.27	169,309.09	177,775.15	186,663.51	194,203.36	202,049.18
	Director of Elementary Ed; Secondary Ed; Certificated Personnel	1	225	146,256.97	153,150.71	160,390.94	167,989.43	175,969.79	186,245.49	190,044.72
	Director of Fiscal Services; Maintenance, Operations, Facilities; Classified Personnel	1	261	146,256.97	153,150.71	160,390.94	167,989.43	175,969.79	186,245.49	190,044.72
	Principal 9-12 High School, 6-12 High School	2	220	144,828.41	151,664.77	158,844.06	166,382.42	174,297.44	184,489.92	188,253.99
	Director of Management Information Services	3	261	140,358.07	146,972.03	153,916.43	161,207.81	168,864.40	178,728.90	182,378.90
	Senior Manager Community Affairs; Assessment & Research	3	261	140,358.07	146,972.03	153,916.43	161,207.81	168,864.40	178,728.90	182,378.90
	Principal - Continuation High School; Early College; Middle School	4	210	134,345.75	140,658.90	147,288.04	154,248.17	161,556.78	170,979.14	174,475.65
	Coordinator - Sped	5	215	128,340.50	134,353.07	140,666.51	147,295.38	154,256.02	163,235.97	166,579.19
	Coordinator - Certificated	5	225	128,340.50	134,353.07	140,666.51	147,295.38	154,256.02	163,235.97	166,579.19
	Coordinator - Classified	5	261	128,340.50	134,353.07	140,666.51	147,295.38	154,256.02	163,235.97	166,579.19
	Asst. Principal 9-12 High School; 6-12 High School	6	210	127,659.75	133,639.39	139,916.28	146,508.39	153,429.01	162,359.13	165,684.96
	Principal - Elementary School; Adult School	7	206	127,453.30	133,421.83	139,688.77	146,268.49	153,177.16	162,092.21	165,412.77
	Assistant Principal - Middle School; Dean - Student Support Services	8	205	122,747.10	128,480.01	134,499.41	140,820.19	147,456.43	156,025.94	159,226.35
	Director of Food Services	9	261	122,256.37	127,964.86	133,958.96	140,253.06	146,861.42	155,393.99	158,581.84
	Data Systems Manager; Acct/Purch Manager; Coordinator Bus. Services	11	261	115,700.99	121,087.16	126,742.15	132,680.45	138,915.51	146,972.79	149,993.94
	Coordinator - MOF Compliance; Construction Proj Manager; Facilities Maint. Mgr.	11	261	115,700.99	121,087.16	126,742.15	132,680.45	138,915.51	146,972.79	149,993.94
	Assistant Principal - Elementary; Sped Support Specialist; Program Manager	13	195	114,187.68	119,538.72	125,157.22	131,057.00	137,251.24	145,251.55	148,286.95
	SpEd Program Specialist	14	195	108,665.29	113,686.87	118,955.85	124,493.94	130,305.48	137,831.35	140,682.88
	Director of Child Development	15	225	98,571.56	103,126.70	107,906.25	112,929.92	118,201.63	125,028.44	127,615.09
	Accounting Supervisor; Senior Accountant/Buyer, Benefits Specialist; CTE Pathway Specialist	16	261	97,513.85	101,989.99	106,690.61	111,626.09	116,808.33	123,528.22	126,085.09
Confidential	Senior Executive Assistant - Superintendent	17	261	93,155.07	97,417.16	101,882.93	106,576.97	111,505.33	117,905.54	120,351.09
	Executive Assistant - Business Services; Educational Services	17B	261	86,654.99	90,554.49	94,629.43	98,887.74	103,337.67	109,067.79	111,260.02
	Adm Asst-Bus Svc; Adm Asst-HR; Administrative Secretary Ed Svcs	18	261	80,154.95	83,817.53	87,611.95	91,593.81	95,779.54	101,221.21	103,336.39
Licensed	Behavior Specialist*	19	195 (*217.5)	117,154.01	122,607.36	128,332.90	134,345.23	140,658.40	148,816.09	151,873.73
	Occupational Therapist*	20	190 (*212.5)	87,479.55	91,514.16	95,724.61	100,118.52	104,704.00	110,640.17	112,941.80

(\*in addition to work days Salary incl. 8 Vac. And 14.5 paid Holidays)

Timebase: Hourly

Unrepresented (Timebase Hourly)	Educational Equity and Family Engagement Coordinator	21	190	43.21	45.36	47.64	50.03	52.43	55.71	59.13
	Wellness & Resource Coordination Liaison	23	200	27.67	29.05	30.44	31.96	33.61	35.63	37.79

Unrepresented (Timebase Hourly)	Noon Supervisor		180	17.37
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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Tentative Agreement with Alameda Education Association (AEA) on Reopener Agreement for 2023-2025 (5 Mins/Action)

**Item Type:** Action

**Background:** Please see attached summary sheet for details of Agreement between Alameda Education Association (AEA) and Alameda Unified School District (AUSD).

Additional fiscal information can be found on General Business Item #7: **Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented**

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** 2023-2024: \$7.0 million, 2024-2025: \$10.0 million, 2025-2026: \$12.6 million.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Summary Sheet for AEA Tentative Agreement	4/10/2024	Backup Material

**Summary of 2023 – 2024 Reopener Agreement  
between the  
Alameda Education Association  
and the  
Alameda Unified School District**

**Article 9 – Class Size**

- Lowered the maximum class size for 4/5 combination classes from 30 to 29
- Added language concerning pay for going over the maximum class size in elementary and secondary grade levels

**Article 10 – Transfer**

- Added language that to qualify for Seniority Transfer a unit member must have Permanent status

**Article 12 – Benefits**

- Effective January 1, 2025, increase the cap for District contributions towards medical benefits to \$1021.41 per month
- Capped current retiree's District contribution for medical benefits at the current rate
- Added language that members who retire between July 1, 2023, and December 31, 2024 and thereafter will have medical benefits capped at two levels:
  - July 1, 2024, at \$514.11 per month
  - January 2, 2025, at \$1021.41 per month

**Article 14 – Compensation**

- Effective July 1, 2023, increase all salary schedules by an amount equal to a 6.0% raise
- Effective January 1, 2024, increase all salary schedules by an amount equal to a 1.0% raise
- Add language that if the funded State COLA for 2024 – 2025 comes in a less than 2.0% the parties will not negotiate for that year

**Article 27 – Special Education**

- Added language concerning the pay when there is an overage in a Co-Taught class
- Added language concerning the pay when there is an overage for a Speech and Language Pathologist
- Added a process whereby a school psychologist can request a meeting if their assigned caseload exceeds 725

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Tentative Agreement with California School Employees Association, Chapter 27 (CSEA 27) on Reopener Agreement for 2023-2025 (5 Mins/Action)

**Item Type:** Action

**Background:** Please see attached summary sheet for details of Agreement between California School Employees Association, Chapter 27 (CSEA 27) and Alameda Unified School District (AUSD).

Additional fiscal information can be found on General Business Item #7: **Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented**

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** Total for all AUSD Employees: 2022-2023: \$6,890,261, 2023-2024: \$7,106,898, 2024-2025: \$7,154,335

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Summary Sheet for CSEA 27 Tentative Agreement	4/10/2024	Backup Material

**Summary of 2023 – 2024 Reopener Agreement  
between the  
California School Employee Association, Chapter #27  
and the  
Alameda Unified School District**

**Article 11 – Pay**

- Effective July 1, 2023, increase all salary schedules by an amount equal to a 6.0% raise
- Effective January 1, 2024, increase all salary schedules by an amount equal to a 1.0% raise
- Add language that if the funded State COLA for 2024 – 2025 comes in a less than 2.0% the parties will rollover the current Collective Bargaining Agreement for one year and begin Successor negotiations in the Spring of 2025

**Article 12 – Benefits**

- Effective January 1, 2025, increase the cap for District contributions towards medical benefits to \$1021.41 per month
- Capped current retiree's District contribution for medical benefits at the current rate
- Added language that members who retire between July 1, 2023, and December 31, 2024 and thereafter will have medical benefits capped at two levels:
  - July 1, 2024, at \$370 per month
  - January 2, 2025, at \$1021.41 per month

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Tentative Agreement with California School Employees Association, Chapter 860 (CSEA 860) on Reopener Agreement for 2023-2025 (5 Mins/Action)

**Item Type:** Action

**Background:** Please see attached summary sheet for details of Agreement between California School Employees Association, Chapter 860 (CSEA 860) and Alameda Unified School District (AUSD).

Additional fiscal information can be found on General Business Item #7: **Approval of AB1200 and Associated Salary Schedules: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented**

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** Total for all AUSD Employees: 2022-2023: \$6,890,261, 2023-2024: \$7,106,898, 2024-2025: \$7,154,335

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Summary Sheet for CSEA 860 Tentative Agreement	4/10/2024	Backup Material



**Summary of 2023 – 2024 Reopener Agreement  
between the  
California School Employee Association, Chapter #860  
and the  
Alameda Unified School District**

**Article 11 – Pay**

- Effective July 1, 2023, increase all salary schedules by an amount equal to a 6.0% raise
- Effective January 1, 2024, increase all salary schedules by an amount equal to a 1.0% raise
- Add language that if the funded State COLA for 2024 – 2025 comes in a less than 2.0% the parties will rollover the current Collective Bargaining Agreement for one year and begin Successor negotiations in the Spring of 2025

**Article 12 – Benefits**

- Effective January 1, 2025, increase the cap for District contributions towards medical benefits to \$1021.41 per month
- Capped current retiree's District contribution for medical benefits at the current rate
- Added language that members who retire between July 1, 2023, and December 31, 2024 and thereafter will have medical benefits capped at two levels:
  - July 1, 2024, at \$370 per month
  - January 2, 2025, at \$1021.41 per month