



**December 18, 2017**

DEHESA SCHOOL DISTRICT  
**Special Governing  
Board Meeting**

**AGENDA**

**Welcome**

Welcome to the meeting of the Dehesa School District Governing Board. Your interest in our school district is appreciated.

**Our Governing Board**

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation for the school district. Among its duties, the Board adopts an annual budget, approves expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

**Cindy White -**

Mrs. White was first elected to the governing Board in November 2002, re-elected in 2006, 2010 and 2014. Her current term expires in 2018.

**Karl Becker -**

Mr. Becker was elected to the board in 2010 and reelected in 2014. His current term expires in 2018.

**Christina Becker**

Mrs. Becker was first elected to the Governing Board in the year 2014. Her current term expires in 2018.

**Mark Zacovic**

Dr. Zacovic was elected to the Governing Board in December 2016. His term expires in 2020.

# DEHESA SCHOOL DISTRICT

## LOCATION & TIME

CLOSED SESSION – 6:30 am

Open Session – 6:35 am

Dehesa School – Conf Room D4

## **SPECIAL GOVERNING BOARD MEETING**

**DECEMBER 18, 2017**

### **AGENDA**

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate in this meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Dehesa School District, 4612 Dehesa Road, El Cajon, CA 92019, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Deborah Cagney.

#### **I. Call to Order**

- A. Public comment on closed session items.

#### **II. Closed Session**

- A. PUPIL PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider pupil personnel matters pursuant to Government Code Section 35146, 72122, and 48918
- B. PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider personnel matters pursuant to Government Code Section 54957
  - 1. Appointment, Employment, Evaluation of Performance, Discipline, Leaves, or Dismissal of a Public Employee
- C. NEGOTIATIONS: The Governing Board will recess to Closed Session to consider negotiations and related matters pursuant to Government Code 54957.
  - 1. Employee Organizations: DTA, CSEA, and Unrepresented Employees
- D. POTENTIAL LITIGATION: The Governing Board will recess to Closed Session to consider possible litigation pursuant to Government Code 54956.9 (b.)(1).
- E. REAL PROPERTY: The Governing Board will recess to Closed Session to consider real property pursuant to Government Code 54956.8 (b.)(1). Case No. 37-2015-00030843-CU-WM-CTL

#### **III. Public Meeting**

- A. Call to Order and Establishing a Quorum
- B. Closed Session Report of Any Action Taken
- C. Pledge of Allegiance
- D. Agenda Approval

#### **IV. Action Items**

##### **A. New Business**

1. Board Member Appointment
  - a. Applications
  - b. Public Comment
  - c. Discussion
  - d. Motion to Appoint
  - e. Administer Oath in near future to be determined
  
2. The Board will consider the Ratification of Contract Agreement for the Campus Exterior Paint Project.

#### **V. Advance Planning**

##### **A. Next Meeting**

1. Regular Board Meeting January 18, 2018. Closed Session at 4:00 pm. Open Session at 5:00 pm.

#### **VI. Adjournment**

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board

**From:** Nancy Hauer

**Subject:** **Board Member  
Appointment**

Meeting Date: December 18, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

Board member Vincent Blanco Jr. did not attend 3 consecutive meetings as per BB 9923 (a) thus making a Board vacancy.

**Report:**

The position was advertised and 2 candidates applied for the seat.

**Financial Impact:**

None

**Student Impact:**

An effective Governance team is related to student achievement.

**Recommendation:**

After review of the applications, public comment and interviews for both candidates, followed by discussion, please motion to appoint the new Board member.

**Agenda Item #: IV.A.1**

# Application for Governing Board Appointment\*

THIS APPLICATION IS A PUBLIC RECORD

The appointee will hold office until the next governing board member election, which occurs at the next Statewide General Election on November 6, 2018. [EC § 5091(e)]

No additional materials may be submitted with this application.

## QUALIFICATIONS:

Applicant must be a citizen of California, a resident of the Dehesa School District and a registered voter. An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. [EC § 35107]

Certification of qualifications on page 5 must be signed by the applicant.

## APPLICATION DEADLINE:

This application must be received no later than **December 12, 2017 at 2:00 p.m.** Applications may be mailed, faxed, or hand-delivered to:

Secretary to the Board/Nancy Hauer  
4612 Dehesa Rd.  
El Cajon, CA 92019  
Phone: (619)444-2161  
Fax: (619) 444-2105

(Please type or print):

Name Karen Kirkpatrick

Address 1833 Harbison Canyon Rd. El Cajon CA 92019

Home (B3) 325-5144 Business ( ) same

Years of Residence in the Dehesa School District 5 1/2 years

\*This application was approved by the Dehesa School District on March 9, 2017.

**Dehesa School District  
Application for Board Appointment**

**QUALIFICATIONS: (Stay within space allowed for answers. Do not attach extra pages.)**

1. Describe your educational, work and/or public service background.

I have spent the majority of my adult life working with organizations that support the education of people from young to old. I studied biology at UCSC, and tutored fellow students in math, worked in the science lab, and eventually became a college level TA. Upon commencement, I worked at the Santa Cruz Museum of Natural History, I worked hand in hand with the County Office of Education to ensure our tours were meeting their educational standards. I also developed the educational materials that were distributed beforehand as supplements to their overall experience. Later, when I worked with Pigeon Pt. Lighthouse, I collaborated with multiple agencies including California State Parks, Youth Hostels, and the Coast Guard all while running a vibrant docent program. Eventually, I moved into the business sector and held a position managing a multi-million dollar account for a marketing agency. I gathered 1000's of mystery shoppers, and sent them all over the nation and gathered their reports. Then, I moved back into the not for profit sector and took charge of the operations for one of the largest non-profits in the Santa Cruz area. When the economy began to struggle, I found creative ways to manage our purchases and come in under budget.

Currently, I work from home as a virtual assistant. I do graphic design, website support, blog writing, marketing, and other items to support my clients' success in their business. It affords me a flexible schedule so that I may support my family and devote energy to interest such as serving on the school board.

2. Why do you wish to serve on the Board? What do you hope to accomplish?

Dehesa has been of exceptional support to my daughter. She has an IEP, and at other schools, it has felt like the teachers were burdened by the accommodations required. This has not been the case at Dehesa. At each twist and turn of her various needs, Dehesa has been her ally and her champion. The teachers and staff have supported her, and they have supported me. In return, I have tried to lend assistance where I can. I go on almost every field trip, I've served as an unofficial aide, and I've helped fundraise. It is the least I can do to give back to my community.

I've often been called a renaissance woman, because I'm capable in a variety of arenas. I don't have a solid plan on what my agenda is per se, other than to be of benefit to the students, to the staff, and to the teachers. I will watch, learn and then lend tremendous creativity towards our success.

**Dehesa School District  
Application for Board Appointment**

3. What skills, abilities, and experience would you bring to the Board to assist in carrying out its responsibilities?

**Skills:** volunteer coordination, project management, event coordination, fundraising, volunteer recruitment, graphic design, diplomatic communications, facility management, program administration, educational development, technical and inspirational writing, non-profit management, public speaking, training, community outreach

**Experience:** served on Natural History Board of Directors, staff liaison to Inner Light Ministries Board of Directors, Education Director Natural History Museum, Interpreter Floating Lab, Volunteer Coordinator ILM, Minister of Operations ILM,

4. List your involvement in activities that demonstrate your understanding and support for public education, such as membership on committees/organizations, offices held, volunteer work, and community service.

**Dehesa Committees:** EC SELPA Community Advisory Committee(2015-17), School Site Council (2016)

**Positions:** Director of Education, Natural History Museum of Santa Cruz (1998-2003), preschool teacher, Interpreter Floating Lab, freelance writer McGraw Hill science tests

**Volunteerism:** Docent Natural History Museum, Board of Directors, Dehesa, Canyonview Elem.

When I was 19 years old, I walked into the Natural History Museum in Santa Cruz. I was warmly greeted and immediately fell in love with the cozy little space. Despite being a struggling student with two part-time jobs, I signed up to be a docent. The training was rigorous, but I loved leading tours with the school children. Eventually, I became the Education director. I served on a number of committees working with teachers and our curriculum development. I wanted to ensure that as their requirements shifted, we were meeting their needs. In addition to the County, we also served the Parks and Rec department, and I came up with programming that became a revenue stream that increased our coffers, and provided relief for parents during school breaks. The coordination between multiple agencies was paramount to our success even though we were just the little museum by the sea.

As a parent of 3 children, I've been in the trenches in very different ways. I've always looked for ways that I can best assist their schools in the avenues presented. From sitting in the classroom, to typing up minutes, "however I may best serve" has been my motto.

**Dehesa School District  
Application for Board Appointment**

5. List, in order of importance, the major issues confronting public education and, specifically, the **Dehesa School District**.

1. Finances
2. Teacher Burn Out
3. Parent Involvement (to prevent #2)
4. SARC Ratings - enrollment
5. College/University AND Trade Schools
6. Country School/ Dirt\*\*

Times are a bit uncertain as finances at the Federal level and locally need to be considered. Dehesa is a unique school district. It's a small school, in a remote area, located in a big city. Each and every enrollment, or disenrollment greatly affects our fiscal bottom line.

With one teacher per grade, and spotty parental involvement, I see it's easy for teachers to burn out or seek larger districts with more opportunities. I think there is an opportunity to get parents involved a bit more.

To prevent disenrollment, people often evaluate a school based on SARC scores. This is unfortunate. I don't think we need to focus on raising the score so much as focus on all the other elements of our great school. SOLUTION: Marketing

To focus solely on going to college is doing our students a disservice. I believe there needs to be a broader consideration. Trade schools. Apprenticeships. Etc.

\*\*This isn't so much an issue as an opportunity. I would love to see some more country in our country school, i.e. dirt. Or more specifically, maybe we could start a Life Lab where we grow some plants, or possibly partner up with a 4H program. This could help maintain and grow enrollment.

6. Explain the mission of the **Dehesa School District**.

The mission as it currently stands, seems pretty self explanatory to me. I will say it does seem to me that the intent of the mission is being carried out. As a parent, what I see is my daughter growing and challenging herself to try harder, to do more, to be self-motivated. Despite her physical challenges and learning disabilities, she is not discouraged about her future. She and I have been supported through her academic, social and emotional challenges. Our family, a mishmash Brady-bunch like group, is encouraged to partake in regular activities.



The following is a list of crimes, conviction of which precludes a person from holding public office in the State of California. Conviction of these crimes renders a person “forever disqualified from holding any office in this state.”

- *Bribing executive officer (Penal Code § 67)*
- *Officer asking or receiving bribes (Penal Code §§ 68, 88)*
- *Receiving gratuity for appointment to office (Penal Code § 74)*
- *Judicial Officer who has asked for or received emoluments, gratuities, rewards, or the fee of a stenographer (Penal Code § 94)*
- *Giving or offering bribe to Councilman or Supervisor (Penal Code § 165)*
- *Misappropriation of public funds (Penal Code § 424)*
- *Interference with work or discipline of, or giving certain articles to prisoners (Penal Code § 2772)*
- *Interference with or giving certain articles to convicts (Penal Code § 2790)*
- *Officer making contracts in which he or she is interested (Government Code § 1097)*
- *Members of the Legislature convicted of any crime (Government Code § 9055)*
- *Corrupting the voting process (Elections Code § 18501)*
- *Convicted of a felony involving accepting, giving, or offering of any bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, except if a pardon has been granted in accordance with law (Elections Code § 20)*

Please note that in addition to the above restrictions, Government Code § 1126 prohibits any local agency official from engaging “in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency by which he or she is employed.”

**Dehesa School District  
Application for Board Appointment**

**CERTIFICATION OF QUALIFICATIONS:**

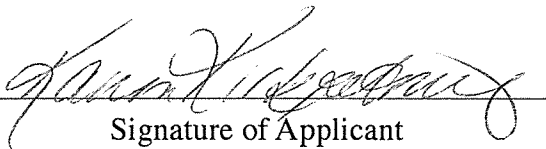
I understand that this application is a public document and may be requested under provisions of the Public Records Act and/or be available to the public on the **Dehesa School District** website.

I understand that upon appointment I would be required to file a Conflict of Interest Statement and take an Oath of Office.

I certify that I am not disqualified from holding this office because of a conviction of any of the crimes on the attached list and further certify I am not otherwise disqualified under the California Constitution or statutes from holding public office.

I certify that I am a citizen of California, a resident of the Sample School District, and a registered voter.

I attest the foregoing information is true to the best of my knowledge.

  
Signature of Applicant

  
Date

**Information contained on this application may be subject to verification.**

# Application for Governing Board Appointment\*

THIS APPLICATION IS A PUBLIC RECORD

The appointee will hold office until the next governing board member election, which occurs at the next Statewide General Election on November 6, 2018. [EC § 5091(e)]

No additional materials may be submitted with this application.

## QUALIFICATIONS:

Applicant must be a citizen of California, a resident of the Dehesa School District and a registered voter. An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. [EC § 35107]

Certification of qualifications on page 5 must be signed by the applicant.

## APPLICATION DEADLINE:

This application must be received no later than **December 14, 2017 at 4:00 p.m.** Applications may be mailed, faxed, or hand-delivered to:

Secretary to the Board/Nancy Hauer  
4612 Dehesa Rd.  
El Cajon, CA 92019  
Phone: (619)444-2161  
Fax: (619) 444-2105

(Please type or print):

Name Matthew Bagdasar

Address 1509 Willow Bend Drive, El Cajon, CA, 92019

Home ( ) (619) 593-7520 Business ( ) (619) 248-2983

Years of Residence in the Dehesa School District 19

\*This application was approved by the Dehesa School District on March 9, 2017.

**Dehesa School District  
Application for Board Appointment**

**QUALIFICATIONS: (Stay within space allowed for answers. Do not attach extra pages.)**

1. Describe your educational, work and/or public service background.

My educational journey starts at Dehesa Elementary in 2003. I attended Dehesa Elementary all the way through 5th grade and moved on to Oak Grove Middle School for 6th grade. After spending one year at Oak Grove I moved to College Preparatory Middle School and finished my remaining years of middle school there. I went to Steele Canyon High School and graduated in 2016. From Steele Canyon, I decided to continue playing baseball at San Diego City College where I am entering my spring semester of my sophomore year. I have begun applying to USC and USD and plan on acquiring my bachelor's degree in Political Science. After receiving my bachelor's degree I plan on attending law school.

**Public Service:**

I served as an Intern with Senator Joel Anderson's office and devoted over 250+ hours of unpaid work. In total I have attended over 20 community events on behalf of the Senator. I was promoted to an Executive Intern and coordinated the Senators "California Heroes Month", which recognized individuals in the community who have exemplified leadership and philanthropy. I have volunteered with St. Judes Research Hospital answering calls for their "Partner in Hope" event to help raise money for childhood cancer. I have volunteered for Love 15 Tennis Camps which provides tennis lessons to kids less fortunate and raises money for various charity organizations.

2. Why do you wish to serve on the Board? What do you hope to accomplish?

I wish to serve on the Dehesa School Board because I have an obligation to serve each and every kid attending school in this district. I am living proof of what proper care and commitment from a school district can do to a child as they continue their journey of education. I understand the real world problems these kids will face as they grow older and move on to other institutions. I want to provide each and every kid the same opportunities and experiences I had when I was attending school in this district and believe serving on the board will grant me that opportunity. If I am elected I want to do whatever it takes to maintain the mission of helping our student population obtain an efficient and quality education.

**Dehesa School District**  
**Application for Board Appointment**

3. What skills, abilities, and experience would you bring to the Board to assist in carrying out its responsibilities?

If elected, I can provide the Board with a youthful perspective that no other school board in San Diego can provide. I understand the current political climate in San Diego because I have been deeply invested in it for years. I understand the power of technology and how useful it can be in a classroom. I understand the positive effects social media can have on enrollment. Most importantly, I understand what it's like to be a student in today's society. My experience is completely derived from today's institutions and the type of influence a properly run school board can have on a child. Many will argue that my age means I have very little experience, but I disagree. I have made mistakes and ran into obstacles that most students will see as they go from grade level to grade level, but as a board member it will be those experiences that will allow me to help pave a path around those obstacles and help students avoid those mistakes.

4. List your involvement in activities that demonstrate your understanding and support for public education, such as membership on committees/organizations, offices held, volunteer work, and community service.

As I said previously I understand the current political climate in San Diego and the importance for an efficient and prosperous education for all students. Through my internship I have been able to meet board members from Ramona Unified School District, Cajon Valley Union School District, California Community College District, Mountain Empire Unified School District, Grossmont Union High School District, and many more. Attending these board meetings and speaking with members of various school boards has shown me the importance of an effective and modernized school board. I was able to meet some phenomenal teachers over the past couple months who have opened my eyes to the motives an individual has to teach. In high school I was a teachers assistant for multiple government classes and helped tutor students. Recently, I attended a board meeting at the San Diego County Office of Education in support of my middle school College Prep. They were in a dispute with another school district denying their charter and I was asked to come and express how beneficial attending College Prep was. I read the entire "Exhibit A" findings and created a four page analysis critiquing the reason for charter denial. This event allowed me to understand the charter procedure by researching items such as Education Code 47605. I have been to board meetings, spoke with teachers, and have illustrated my support publicly for my old middle school. I should also mention that I am a member of the honors program for San Diego City College and meet regularly to discuss potential classes. If it is of any importance I served as a Room Representative in the fourth and fifth grade at Dehesa Elementary.

**Dehesa School District  
Application for Board Appointment**

5. List, in order of importance, the major issues confronting public education and, specifically, the Dehesa School District.

1.) Enrollment- Increasing enrollment and establishing a concrete and effective Social Media/Marketing strategy. Updating the website and modernizing the template and accessibility.

2.) Budget- Structuring the budget in a way that will allow for our educational goals to be met and established with minimal financial obstruction. Establishing a clear and concise LCAP with public input will allow for effective budget analysis

3.) Community Outreach- An open line of communication and collaboration with the community is absolutely necessary for the success of a school board. Informing the community about the current state of public education is the role of Board Members and it will allow for community leaders to express the type of school it will support and advocate for.

6. Explain the mission of the Dehesa School District.

“Dehesa School provides a challenging curriculum in a supportive, family-oriented, country environment. It equips each student to excel academically, socially, emotionally and culturally in a competitive world as a life long learner.”

The mission of the Dehesa School District means that every student regardless of his/her circumstances will experience an inviting and beneficial environment to learn. Every student at Dehesa will be granted the opportunity to laugh, learn, and enjoy the environment provided to them. I can speak from experience when I say the experiences I learned at Dehesa will forever hold a place in heart and has created the man I am today.

**Dehesa School District  
Application for Board Appointment**

**CERTIFICATION OF QUALIFICATIONS:**

I understand that this application is a public document and may be requested under provisions of the Public Records Act and/or be available to the public on the **Dehesa School District** website.

I understand that upon appointment I would be required to file a Conflict of Interest Statement and take an Oath of Office.

I certify that I am not disqualified from holding this office because of a conviction of any of the crimes on the attached list and further certify I am not otherwise disqualified under the California Constitution or statutes from holding public office.

I certify that I am a citizen of California, a resident of the Sample School District, and a registered voter.

I attest the foregoing information is true to the best of my knowledge.



\_\_\_\_\_  
Signature of Applicant

12-12-17

\_\_\_\_\_  
Date

**Information contained on this application may be subject to verification.**

The following is a list of crimes, conviction of which precludes a person from holding public office in the State of California. Conviction of these crimes renders a person “forever disqualified from holding any office in this state.”

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- *Officer asking or receiving bribes (Penal Code §§ 68, 88)*
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- *Judicial Officer who has asked for or received emoluments, gratuities, rewards, or the fee of a stenographer (Penal Code § 94)*
- *Giving or offering bribe to Councilman or Supervisor (Penal Code § 165)*
- *Misappropriation of public funds (Penal Code § 424)*
- *Interference with work or discipline of, or giving certain articles to prisoners (Penal Code § 2772)*
- *Interference with or giving certain articles to convicts (Penal Code § 2790)*
- *Officer making contracts in which he or she is interested (Government Code § 1097)*
- *Members of the Legislature convicted of any crime (Government Code § 9055)*
- *Corrupting the voting process (Elections Code § 18501)*
- *Convicted of a felony involving accepting, giving, or offering of any bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, except if a pardon has been granted in accordance with law (Elections Code § 20)*

Please note that in addition to the above restrictions, Government Code § 1126 prohibits any local agency official from engaging “in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency by which he or she is employed.”



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board and  
Supt. Nancy Hauer

**From:** Anna Buxbaum

**Subject:** Ratification of Contract  
Agreement for the  
Campus Exterior Paint  
Project

Meeting Date: December 18, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

Facility improvements necessary at Dehesa School District include painting the exterior of campus buildings. The project does *not* exceed the \$45,000 California Uniform Construction Cost Accounting Commission's (CUCCAC) threshold that requires public bidding.

**Report:**

The Contract Agreement is attached for your review. Jeff Painting provided the most responsive quote for this project.

**Financial Impact:**

Cost of \$40,000.00 will be paid from the Building Fund.

**Student Impact:**

NA

**Recommendation:**

It is recommended the Board ratify the Contract Agreement between Dehesa School District and Jeff Painting for the Campus Exterior Paint Project.

**Agenda Item #: IV.A.2**

**DEHESA SCHOOL DISTRICT**  
**Campus Exterior Paint Project**

Contractor/Vendor	Price
<b>Jeff Painting</b>	<b>\$ 40,000.00</b>
Simmons & Wood Inc.	\$ 36,529.00

## CONTRACT AGREEMENT

This CONTRACT made and entered into this 13<sup>th</sup> day of December, 2017, by and between **DEHESA SCHOOL DISTRICT**, sometimes hereinafter called "District," and **JEFF PAINTING**, hereinafter referred to as "Contractor." District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. Contract Documents. The complete contract includes all the Contract Documents, to wit:
  - A. Contract;
  - B. Bond(s) executed in connection herewith;
  - C. Scope of Work set forth in Exhibit "A" dated 11/01/2017;
  - D. Certificate(s) of Insurance; and
  - E. All official papers and documents relating to the work to be performed hereunder which are not included in Exhibit "A" (i.e., technical drawings, etc.).
2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in Exhibit "A," attached hereto and incorporated herein ("Scope of Work") and the Contract Documents for the title project **Campus Exterior Paint Project**. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of the District's authorized representative. Contractor's Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be reemployed on the Work.

3. Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor on a time and materials basis as set forth herein, a not-to-exceed amount of Forty Thousand Dollars (\$40,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.
  - A. Subject to paragraph 3(B) below, the District shall pay for such services on a time and materials basis in accordance with the Schedule of Charges set forth in Exhibit "B."
  - B. Periodic payments shall be made by the District to Contractor within thirty (30) days of District's receipt of an application for payment from Contractor for services rendered. Payments to Contractor for work performed will be made on a monthly billing basis. The application shall include all information required by the District and shall be in a format approved by the District. This application shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. District shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.
  - C. Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.
4. Retention. For contracts greater than Five Thousand dollars (\$5,000), Public Contract Code section 9203 requires progress payments and retention based on the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District will withhold as retention five percent (5%) of all billings and the Total Contract Price until final completion for projects exceeding \$5,000 and acceptance of the project. District, at its sole discretion, shall release retention proceeds withheld from any payment within sixty (60) days after the date of "completion" of the work as defined in the Public Contract Code section 7107. If a dispute arises between the contractor and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount, as well as any other amounts permissible under this Agreement and/or California law.
5. Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District

is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the District, which provides that no portion of the securities shall be paid to the Contractor until the District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed. District shall certify that the contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.
  
7. Time for Completion/Liquidated Damages. Work shall commence on December 18, 2017 and shall be completed by Contractor and usable by the District on or before January 1, 2018. If the Work is not completed and usable by the District, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100.00) for each and every calendar day of delay beyond the time prescribed in the Agreement for finishing the Work. In the event this is not paid, the Contractor agrees that the District may deduct that amount from any money due or that may become due the Contractor under the Contract.
  
8. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Contract a Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:
  - 1) Per occurrence (combined single limit) \$1,000,000.00
  - 2) Project Specific Aggregate (for this project only) \$2,000,000.00
  - 3) Products/Completed Operations (included in Comm. Gen. Liability)

The District shall be named as an additional insured on the policies by endorsements. The policy shall provide that it is primary, such that insurance maintained by the District, if any, shall be excess and not coprimary. A copy of the declarations page of Contractor's insurance policies shall be attached to this Contract as proof of insurance. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any

subcontractor employee or agent to commence work on this Contract, or any subcontract until the insurance required of the Contractor and subcontractor or agent has been obtained.

9. Hold Harmless for Payroll Issues. Contractor hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurance or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of said Contractor or Subcontractors.
10. Subcontractors. Contractor shall use due diligence in the requirement and confirmation of insurance coverage similar to the foregoing on behalf of his subcontractors.
11. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000, per occurrence. This insurance shall name the District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.
12. Pursuant to Section 1861 of the Labor Code, by signing this Contract and initialing hereunder the Contractor certifies that:
  - A. I am aware of the provisions of Section 3700 of the Labor Code which requires 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.
  - B. Contractor's Initials:
13. Bonds. The Contractor shall be required at the time of the execution of the Contract to furnish Payment and Faithful Performance Bonds in amounts not less than one hundred percent (100%) of the Total Contract Price. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on the District's prescribed bond forms, and the Contractor thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Failure to submit acceptable bonds will be cause of rejection of the contract. Said bonds shall be furnished within ten (10) days after award of the Contract and before commencement of construction.

14. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
15. Suspension/Termination of Contract.
  - A. District has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
  - B. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.
16. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, as applicable.
17. Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
18. Permits and Licenses. Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law. For the work to be performed hereunder, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract:1007768. During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents.

19. Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
20. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute
21. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.
22. Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
23. Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or



unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code

24. Changes in the Scope of Work. In the event District orders changes in the Work, the Total Contract Price and the Contract Time will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work shall be in writing and Contractor shall be responsible for any and all work done without District's prior written approval.
25. Brand Name or Equal. Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better for any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, and article or process specified if it decides that Contractor has not met his or her burden.
26. Discrepancies and Omissions. Any discrepancies or omissions found in the Scope of Work shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time.
27. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
  - A. Prevailing Wages. District has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which shall be posted at each job site and will be on file at the principal office of the District. Contractor shall, as a penalty to District, forfeit not more than the maximum applicable statutory rate for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Contractor or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.
  - B. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District the maximum statutory rate for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.

- C. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, 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 journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor. In addition, the Contractor shall also comply with all applicable DIR requirements for submission of certified payroll records for prevailing wage enforcement

- D. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
- E. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
- F. Contractor/Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, **if the Project is a public works project in excess of \$25,000 or a maintenance project in excess of \$15,000**, the Contractor and all subcontractors that bid on, are listed in a bid or proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (“DIR”). No bid/proposal will be accepted nor any contract entered into without proof of the Contractor’s and all subcontractors’ current registration with the DIR to perform public work. The Contractor shall also, at all times, be required to ensure compliance with the DIR by all of its subcontractors of all tiers. Contractor shall keep and maintain records documenting the DIR registration information for all such subcontractors and shall make such information available to the District upon request.
28. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time

that District tenders final payment to Contractor, without further acknowledgment by the parties.

29. Procedure for Resolving Disputes. The parties to this Contract are subject to the provisions of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, which requires compliance with the procedures set forth therein to resolve any claim by the Contractor of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount. If after the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code are completed and a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.
30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.
31. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site, and will pay all costs and expenses, including attorney fees in connection therewith; provided however, Contractor shall not be liable for the sole established negligence or willful misconduct of the District. Contractor will defend, with counsel of the District's choosing, any action filed in connection with any of said claims, damages, penalties, obligations or liabilities Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract until disposition has been made of such actions or claims for damages as specified herein above. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.
32. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any nonconforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or nonconformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and

expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or nonconforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

33. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site
34. Applicable Law and Venue. This Contract shall be governed by the laws of the State of California as effective and in force on the date of this Contract. This Contract shall be deemed to have been made in San Diego County, California, regardless of the order of the signatures of the Parties affixed hereto.
35. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this Contract which has been executed by the designated representative of both parties.

36. Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
37. Notice. All notices shall be given to the other party at the address set forth herein. Notice shall be effective upon receipt or five (5) days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged by the receiving party. +

Contractor

District

**JEFF PAINTING**

**DEHESA SCHOOL DISTRICT**

Attn: **Jeff Azimi**

Attn: **Anna Buxbaum**

38. Drafting of Contract. The Parties agree that this Contract shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Contract. The Parties represent that they have consulted legal counsel prior to the execution of this Contract and have executed this Contract with full knowledge of its meaning and effect.
39. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Contract without the consent of District, which may be withheld for any reason.
40. Severability. It is intended that each paragraph of this Contract shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Contract is unaffected.
41. Laws and Regulations; Provisions Required by Law Deemed Inserted. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. Each and every provision or clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall be amended to make the insertion or correction. All references to statutes, rules or regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, as well as any later changes which do not materially and substantially alter the rights or obligations of the parties.

42. Fingerprinting Requirements. Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants, as well as all subcontractors on the Project, comply with the requirements of Section 45125.1. To this end, the Contractor and its consultants and subcontractors must provide for the completion of the District's standard certification form prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils.
43. Drug/Smoke-Free Workplace. The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Contractor be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Contractor to police and oversee its personnel on the Project. If the Contractor fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Contract and may pursue all other rights and remedies it may have against the Contractor at law and/or in equity.
44. Compliance With State Storm Water Permit:
- A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board ("State Board") Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity ("Permit"), as may be amended, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
- B. Contractor shall be responsible for all costs associated with filing the Notice of Intent ("NOI") and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Project site, and coordinating all submittals with the District's Legally Responsible Person as that term is defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- C. The District retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to the District. Any costs incurred by the District in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP shall be paid by the Contractor.
- D. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and

monitoring information to the District Representative. If the Contractor has failed or is unable to maintain compliance with the Permit, the District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be the District's sole determination. Any costs incurred by the District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

- E. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to the District, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.
  - F. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
  - G. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
  - H. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
45. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.
46. Exhibits and Recitals. All Exhibits and Recitals referenced in this Contract and attached hereto are hereby incorporated by this reference into this Contract.
47. Time of Essence. Time is of the essence for each and every provision of this Contract.

*[Signatures on Next Page]*

**IN WITNESS WHEREOF**, this Contract is executed by the District's authorized representative.

**JEFF PAINTING**

**DEHESA SCHOOL DISTRICT**

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

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

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

Name: Anna Buxbaum

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

Title: Business Manager

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

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

Fed. Tax I.D. #

\_\_\_\_\_



**EXHIBIT "A"**

**SCOPE OF WORK**

**CAMPUS EXTERIOR PAINT PROJECT**

Exterior paint and trim to match the new 2 story classroom addition.

Maintenance garage building

Administration Library building

Only South Wall of 2 classroom building 4/5th gr on upper campus

kindergarten classroom building

Multipurpose kitchen building

Container storage west of MP

Large Storage Shed building west of MP and south of relocatables

5 Relocatable classrooms

2 small sheds south of last relocatables

2 Poles for Marquee in parking lot

**Exclusions:**

Do not paint galvanized fence / post items

Paint around Murals

2 classroom building 4/5th gr on upper campus (only paint South wall)

2 classroom building across from kinder bldg on lower main campus

