



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
October 22, 2020
6:00 PM

Remote
Meeting
Notice

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The Public's health and well-being are the top priority for the Board of Trustees of the Mountain View School District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available by:

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 914 4186 9838
Passcode: 369180
There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: youtube.com/mvwsd

Members of the public who wish to address the Board during the Board of Trustees meeting may email comments to publiccomments@mvwsd.org. In order to expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received, however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

Note: The meeting is being held *solely* by telephonic means and will be made accessible to members of the public seeking to attend and to address the Board *solely* through the link above,

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

As a courtesy to others, please turn off your cell phone upon entering.

Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (6:00 p.m.)

- A. Pledge
- B. Roll Call
- C. Approval of Agenda

II. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

III. CLOSED SESSION

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):
 - 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):
Property: 310 Easy Street Mountain View, California
Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO
Negotiating Parties: German School of Silicon Valley
Under Negotiation: Price and terms of payment for lease.
 - 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):
Property: 525 Hans Avenue Mountain View, CA 94040, 500 Toft Street Mountain View, CA 94041, 1701 Rock Street Mountain View, CA 94043, 1175 Castro Street Mountain View, CA 94040, 253 Martens Avenue Mountain View, CA 94040, 115 West Dana Street Mountain View, CA 94041, 505 Escuela Avenue Mountain View, CA 94040, 460 Thompson Avenue Mountain View, CA 94043, 750 San Pierre Way Mountain View, CA 94043, 1625 San Luis Avenue Mountain View, CA 94043, 220 N. Whisman Road Mountain View, CA 94043
Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO
Negotiating parties: City of Mountain View
Under negotiation: Price and terms of Master Joint Use Agreement

IV. RECONVENE OPEN SESSION

- A. Closed Session Report

V. CONSENT AGENDA (10 minutes)

All items on the Consent Agenda are considered to be routine and will be approved in

one motion. If discussion is required, items may be removed for separate consideration.

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for September 26, 2020 Special Meeting
2. Minutes for October 1, 2020 Regular Board Meeting
3. Minutes for October 5, 2020 Special Meeting

C. Contracts

1. Contract(s)

D. Quarterly Report on Williams Uniform Complaints

E. Approval of Payroll Reports and Accounts Pay Warrant List for Month of September 2020

VI. COMMUNICATIONS

A. Employee Organizations

B. District Committees

C. Superintendent

VII. COMMUNITY COMMENTS

This is the time reserved for community members to address the Board on items that are not on the agenda. The Board and Administration welcome this opportunity to listen; however, in compliance with the Brown Act, the Board is not permitted to take action on non-agenda items.

Speakers are requested to complete a speaker card and state their name for the record.

If there are additional comments after 10 minutes have elapsed, this item may be continued after all the action and discussion items are completed.

Notes on Community Comments on Agendized Items

The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time allowed for translation, as needed. Prior to addressing the Board, each speaker is requested to complete a speaker card (located on the counter near the door), give it to the Superintendent's Executive Assistant, and state his/her name for the record. We ask that you speak from the podium so that we may better hear you. At the conclusion of remarks or after 10 minutes has elapsed, the public comment portion is closed for that item and the Board will return to their own deliberations and comments. Please see the Board's "Welcome" brochure for more specifics on how Board meetings are

run. The Board is grateful to have district personnel in the audience. These personnel may be consulted during the Board's discussion on any item.

VIII. REVIEW AND ACTION

- A. Public Hearing to Receive Public Input on an Energy Services Contract in the Form of a Contract for Design and Construction with ENGIE Services U.S. Inc., Pursuant to Government Code Section 4217.10, et seq. (10 minutes)
- B. Initial Proposals and Public Hearing for Mountain View Whisman School District and the California School Employees Association 812 (CSEA) for 2020-2021 School Year (5 minutes)
- C. Adoption of Resolution No. 01-102220 for Determination that the Perimeter Controls Projects at Eight Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption (10 minutes)
- D. Adoption of Resolution No. 02-102220 for Determination that the Perimeter Controls Projects at Two Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption (10 minutes)
- E. Adoption of Resolution No.03-102220 to Make Findings Pursuant to Government Code Section 4217.10, et seq., and Approve an Energy Services Contract with ENGIE Services U.S. Inc. (10 minutes)

IX. REVIEW AND DISCUSSION

- A. iReady Diagnostic 1 Update (60 minutes)
- B. Special Education Update (30 minutes)
- C. Renaming Frank L. Huff Elementary School (20 minutes)
- D. Citizens Broadband Radio Service (30 minutes)

X. BOARD UPDATES

XI. ITEMS FOR FUTURE AGENDAS

XII. FUTURE BOARD MEETING DATES

- A. Future Board Meeting Dates
 - November 5, 2020
 - November 19, 2020
 - December 10, 2020
 - January 7, 2021

XIII. ADJOURNMENT (10:00 p.m.)

NOTICES FOR AUDIENCE MEMBERS

1. RECORDING OF MEETINGS:

The open session will be video recorded and live streamed on the District's website (www.mwvsd.org).

2. CELL PHONES:

As a courtesy to others, please turn off your cell phone upon entering.

3. **FRAGRANCE SENSITIVITY:**

Persons attending Board meetings are requested to refrain from using perfumes, colognes or any other products that might produce a scent or chemical emission.

4. **SPECIAL ASSISTANCE FOR ENGLISH TRANSLATION/INTERPRETATION:**

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5. **DOCUMENT AVAILABILITY:**

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Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting Notice

Estimated Time:

Person Responsible:

Background:

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Meeting ID: 914 4186 9838

Passcode: 369180

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):

Agenda Item Title: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):

Estimated Time:

Person Responsible: Dr. Rudolph, Superintendent; Dr. Westover, Chief Business Officer

Background:

Property: 310 Easy Street Mountain View, California

Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO

Negotiating Parties: German School of Silicon Valley

Under Negotiation: Price and terms of payment for lease.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

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Agenda Item Title: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):

Estimated Time:

Person Responsible: Dr. Rudolph, Superintendent; Dr. Westover, Chief Business Officer

Background:

Property: 525 Hans Avenue Mountain View, CA 94040, 500 Toft Street Mountain View, CA 94041, 1701 Rock Street Mountain View, CA 94043, 1175 Castro Street Mountain View, CA 94040, 253 Martens Avenue Mountain View, CA 94040, 115 West Dana Street Mountain View, CA 94041, 505 Escuela Avenue Mountain View, CA 94040, 460 Thompson Avenue Mountain View, CA 94043, 750 San Pierre Way Mountain View, CA 94043, 1625 San Luis Avenue Mountain View, CA 94043, 220 N. Whisman Road Mountain View, CA 94043
Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO
Negotiating parties: City of Mountain View
Under negotiation: Price and terms of Master Joint Use Agreement

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible: Tara Vikjord, Interim Chief Human Relations Officer

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Personnel Report to the Board of Trustees	Backup Material	10/15/2020

Personnel Report to the Board
2020-2021

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	To	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Iramnaz	Ansari	Teacher		Teacher		Change of Assignment	FROM Teacher, Mistral, 1.0 FTE TO Teacher, Monta Loma, 1.0 FTE				10/13/20	10/22/20
Nubia	Avina	Manager		District Office		Leave of Absence	Extension of Medical LOA	10/5/20	10/16/20	Approve	10/5/20	10/22/20
Kim	Barillas	Teacher		Theuerkauf		Leave of Absence	Extension of Medical LOA	10/8/20	11/8/20	Approve	10/8/20	10/22/20
Valeria	Johns	Instructional Assistant		Crittenden		Leave of Absence	Extension of Personal LOA	10/5/20	12/18/20	Approve	10/5/20	10/22/20
Traci	Engel	Library Technician		Crittenden		Resignation					10/8/20	10/22/20

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: Minutes

Agenda Item Title: Minutes for September 26, 2020 Special Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for September 26, 2020 Special Meeting	Backup Material	10/7/2020



Mountain View Whisman School District Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
September 26, 2020
11:00 AM

Remote
Meeting
Notice

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 968 4638 8680
Passcode: 322988
There is no participant ID

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(Live streaming available at www.mvwsd.org)

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I. CALL TO ORDER

The meeting was called to order at 11:05 a.m.

A. Pledge

Trustees President Tamara Wilson led the Pledge of Allegiance.

B. Roll Call

Present: Blakely, Conley, Wheeler, Wilson

Absent: Gutierrez

C. Approval of Agenda

A motion was made by Ellen Wheeler and seconded by Devon Conley to approve the

agenda, as presented.

Ayes: Blakely, Conley, Wheeler, Wilson

Absent: Gutierrez

II. REVIEW AND DISCUSSION

A. Strategic Plan Design Session

Greenway Strategy Group presented the Strategic Planning Strategy Session Analysis Findings Presentation.

III. ADJOURNMENT

The meeting was adjourned at 12:45 p.m.

NOTICES FOR AUDIENCE MEMBERS

1. **RECORDING OF MEETINGS:**

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5. **DOCUMENT AVAILABILITY:**

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agenda will be made available for public inspection in the District Office, located at 1400 Montecito Avenue during normal business hours.

Los documentos que se les proveen a la mayoría de los miembros de la Mesa Directiva sobre los temas en la sesión abierta de este orden del día estarán disponibles para la inspección pública en la Oficina del Distrito, localizada en el 1400 Montecito Avenue durante las horas de oficinas regulares.

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/26/2020

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting Notice

Estimated Time:

Person Responsible:

Background:

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 968 4638 8680
Passcode: 322988
There is no participant ID

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/26/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Strategic Plan Design Session

Estimated Time:

Person Responsible:

Background:

The Board of Trustees will review and discuss results from the Strategic Plan Survey.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: Minutes

Agenda Item Title: Minutes for October 1, 2020 Regular Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for Oct.1, 2020 Regular Board Meeting	Backup Material	10/5/2020



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
October 1, 2020
5:00 PM

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 949 0373 9675
Passcode: 942467
There is no participant ID

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(Live streaming available at www.mvwsd.org)

As a courtesy to others, please turn off your cell phone upon entering.

Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (5:00 p.m.)

The meeting was called to order at 5:04 p.m.

A. Pledge

Trustees President Tamara Wilson led the Pledge of Allegiance.

B. Roll Call

Present: Blakely, Conley, Gutierrez, Wheeler, Wilson

Absent:

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Ellen Wheeler to approve the agenda with the following changes: Removal of item VIII.A Review and Action Drug Abuse Resistance Education (D.A.R.E.) to a later date.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

II. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

No member of the public wished to address the Board of Trustees concerning items on the Closed Session Agenda.

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 5:08 p.m.

A. Potential Litigation

1. "Legal advice re: anticipated litigation [Pursuant to Government Code Section 54956.9(d)(2)] 1 case
2. "Legal advice re: anticipated litigation [Pursuant to Government Code Section 54956.9(d)(2)] 1 case
3. (Gov. Code, § 54965.9, subd. (d)(1))
Name of case: *Nelson v. Mountain View Whisman School District*, Santa Clara County Superior Court, Case No. 20CV369273

B. Public Employee Discipline/Dismissal/Release

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Gov. Code, § 54957, subd. (b)(1))

IV. RECONVENE OPEN SESSION

The meeting was reconvened at 6:25 p.m.

B. Closed Session Report

Board Trustee President Wilson reported that the Board of Trustees unanimously approved a settlement agreement with regard to student #60013435 in the amount of \$70,000 and #60008995 in the amount of 114,500.

V. CONSENT AGENDA (5 minutes)

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

A motion was made by Jose Gutierrez and seconded by Devon Conley to approve all items on the Consent Agenda, as presented.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for September 17, 2020 Special Meeting
2. Minutes for September 17, 2020 Regular Board Meeting

C. Contracts

1. Contract(s)

D. Approval of Hibser Yamauchi Architects Additional Service Request for the District-Wide Campus Perimeter Controls Upgrades Project at Monta Loma Elementary School and Graham Middle School

E. Award of Architectural Services Contract to Carducci & Associates for the Outdoor Learning Spaces Project

VI. COMMUNICATIONS

A. Employee Organizations

No member of the employee organization was present to address the Board of Trustees.

B. District Committees

No report at this time.

C. Superintendent

Dr. Rudolph mentioned the following:

- The Community Check-In the following day at 3:30 p.m.
- The DAC meeting next week at 5:30 p.m.
- The Monta Loma Supt. Coffee next week at 9:30 a.m.

VII. COMMUNITY COMMENTS

Dr. Rudolph read a community comment submitted by:

- Kathleen Mikulis

VIII. REVIEW AND ACTION

A. Drug Abuse Resistance Education (D.A.R.E) (10 minutes)

This item was removed from the agenda for a later date.

B. Approve Pool of Landscape Architects to Propose on District's Construction Projects (10 minutes)

A motion was made by Ellen Wheeler and seconded by Jose Gutierrez to approve the Pool of Landscape Architects to Propose on District's Construction Projects.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

C. Measure T Project List (10 minutes)

A motion was made by Jose Gutierrez and seconded by Ellen Wheeler to approve Measure T Project List.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

The following member of the public addressed the Board of Trustees:

- Jim Zaorski

IX. REVIEW AND DISCUSSION

A motion was made by Ellen Wheeler and seconded by Laura Blakely to to extend the meeting to 11:00 p.m.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

A. Greenway Strategy Group Presentation (45 minutes)

The Board of Trustees heard from Martha Greenway of Greenway Strategy Group who presented an update on their work thus far and the next steps.

The following member of the public addressed the Board of Trustees:

- Jenny Schroder
- Patrick Neschleba

Dr. Rudolph read a community comment submitted by:

- Christopher Chiang

B. Canopy-Solar Shade Footprint, Plans, and Impact at Stevenson (5 minutes)

The Board of Trustees heard a presentation from Kim Reynolds representing the PACT Foundation on the canopy-solar shade footprint plans and impact at Stevenson.

The following member of the public addressed the Board of Trustees:

- Vivek Sharma
- Maja Engelhardt

C. Brown Act Refresher (60 minutes)

William Tunick from DWK, Dannis Woliver Kelley presented the Board of Trustees with a Brown Act refresher.

D. Return to Learn Progress Update (60 minutes)

Dr. Rudolph presented the Board of Trustees an update on the Return to Learn Plan.

The following member of the public addressed the Board of Trustees:

- Stan de Boisset

X. BOARD UPDATES

Trustee Wheeler

1. Attended the Sept 18 "Check in with the Superintendent."
 2. Attended the informal SCCSBA Zoom meeting featuring a presenter on the pros and cons of Propositions 15 (split roll), 16 (affirmative action), and 18 (17-year-olds voting).
 3. Attended the League of Women Voters candidate forum for MVWSD candidates.
 4. Attended the first regular SCCSBA meeting of the year, featuring CHAC executive director Marsha Deslauriers talking about how CHAC is helping children and adults during this time of Covid.
 5. Met with two MVWSD parents on one issue and with another parent on another issue. Both of these meetings were in person (socially distanced).
 6. Facilitated the September meeting of the education committee of the League of Women Voters of Santa Clara County.
 7. Attended a PPIC forum titled "Increasing Community College Transfers: Progress and Barriers."
 8. Attended a forum featuring Dr. Lisa Kaufman, now a resident of Norway, regarding "Preschool Education in Norway." Dr. Kaufman is the former director of EduCare in San Jose, CA.
 9. Attended an informal SCCSBA Zoom meeting featuring Dr. Mary Ann Dewan, Santa Clara County Superintendent of Schools.
- Note that all meetings were via Zoom or another distance meeting device.

XI. ITEMS FOR FUTURE AGENDAS

- Items for future agendas

XII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

October 22, 2020
November 5, 2020
November 19, 2020
December 10, 2020

XIII. ADJOURNMENT (10:00 p.m.)

The meeting was adjourned at 11:00 p.m.

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Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: Minutes

Agenda Item Title: Minutes for October 5, 2020 Special Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes from October 5, 2020 Special Meeting	Backup Material	10/7/2020



Mountain View Whisman School District Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
October 5, 2020
6:30 PM

Remote
Meeting
Notice

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 958 5753 5872
Passcode: 335289
There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: youtube.com/mvwsd

Members of the public who wish to address the Board during the Board of Trustees meeting may email comments to publiccomments@mvwsd.org. In order to expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received, however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

(Live streaming available at www.mvwsd.org)

As a courtesy to others, please turn off your cell phone upon entering.

Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (6:30 p.m.)

The meeting was called to order at 6:42 p.m.

A. Pledge

Trustees President Tamara Wilson led the Pledge of Allegiance.

B. Roll Call

Present: Blakely, Conley, Gutierrez, Wheeler, Wilson
Absent:

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Jose Gutierrez to approve the

agenda, as presented.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

II. REVIEW AND DISCUSSION

A. Return to Learn Progress Update

Dr. Rudolph provided the Board of Trustees with an update.

The following member of the public addressed the Board of Trustees:

- Sandi Puett
- Ashley Orbach
- Marisa Dittmer
- Susan
- Lana Chan
- Agnes
- Donna
- Kristen
- Madeline
- Rakhee Kausik

Dr. Rudolph read community comments submitted by:

- Mary Ho
- Christopher Chiang
- Philip Beineke
- John and Nadja Togasaki

III. ADJOURNMENT (8:30 p.m.)

The meeting was adjourned at 8:48 p.m.

NOTICES FOR AUDIENCE MEMBERS

1. RECORDING OF MEETINGS:

The open session will be video recorded and live streamed on the District's website (www.mwvsd.org).

2. CELL PHONES:

As a courtesy to others, please turn off your cell phone upon entering.

3. **FRAGRANCE SENSITIVITY:**

Persons attending Board meetings are requested to refrain from using perfumes, colognes or any other products that might produce a scent or chemical emission.

4. **SPECIAL ASSISTANCE FOR ENGLISH TRANSLATION/INTERPRETATION:**

The Mountain View Whisman School District is dedicated to providing access and communication for all those who desire to attend Board meetings. Anyone planning to attend a Board meeting who requires special assistance or English translation or interpretation is asked to call the Superintendent's Office at (650) 526-3552 at least 48 hours in advance of the time and date of the meeting.

El Distrito Escolar de Mountain View Whisman esta dedicado a proveer acceso y comunicacion a todas las personas que deseen asistir a las reuniones de la Junta. Se pide que aquellas personas que planean asistir a esta reunion y requieren de asistencia especial llamen a la Oficina del Superintendente al (650) 526-3552 con por lo menos 48 horas de anticipacion del horario y fecha de esta reunion, para asi poder coordinar los arreglos especiales.

5. **DOCUMENT AVAILABILITY:**

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located at 1400 Montecito Avenue during normal business hours.

Los documentos que se les proveen a la mayoria de los miembros de la Mesa Directiva sobre los temas en la sesion abierta de este orden del dia estaran disponibles para la inspeccion publica en la Oficina del Distrito, localizada en el 1400 Montecito Avenue durante las horas de oficinas regulares.

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/5/2020

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting Notice

Estimated Time:

Person Responsible:

Background:

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 958 5753 5872
Passcode: 335289
There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: [youtube.com/mvwsd](https://www.youtube.com/mvwsd)

Members of the public who wish to address the Board during the Board of Trustees meeting may email comments to publiccomments@mvwsd.org. In order to expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received, however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/5/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Return to Learn Progress Update

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

Dr. Rudolph provided the Board of Trustees an update.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description

[Stage 4 progress report](#)

Type

Backup Material

Upload Date

10/3/2020



Mountain View
Whisman
School District

Stage 4 progress report

October 1, 2020



SCHOOL REOPENING PLAN



Mountain View
Whisman
School District

WWW.MVWSD.ORG/REOPENING

MVWSD
Return to Learn



Stakeholder Input

In May, June and July, there were multiple opportunities for parents to give feedback on the reopening process.

Focus groups

The District held multiple focus groups totally eight hours because we wanted to collect as much qualitative feedback as possible within our Shelter in Place parameters and planning timeline. Additionally, the District held a ThoughtExchange for 60 participants. The feedback from these groups is included in re-opening planning and is an important part of these plans.

May 26, 2020

May 27, 2020

June 2, 2020

May 20-28, 2020 - online

Reopening Task Force

This group, representing teachers, administrators and classified staff, met to vet ideas for reopening and share ideas and concerns.

June 5, 2020 and June 24, 2020

Ayindé Rudolph

Cathy Baur

Carmen Ghysels

Jenni Gaderlund

Jennifer Thornton

Kathleen Cooper

Margaret Poor

Michelle Olague

Nancy Rodriguez

Rebecca Westover

Sonia Gomez Morales

Public meetings

Dr. Ayindé Rudolph has been talking extensively about the reopening process in Board of Trustees meetings.

May 7, 2020

June 4, 2020

July 2, 2020

July 23, 2020

August 6, 2020

Community Check-ins

Community members could register for upcoming community meetings or view past meetings recordings at https://www.mvwsd.org/about/communications/news__events/connecting_with_the_community. Parents and staff members continue to participate in these Zoom conversations. Attendance at these meetings has ranged from 25-900 people.

Friday, May 8, 3:30 p.m.

Tuesday, May 12, 9:30 a.m.

Tuesday, May 19, 9:30 a.m.

Wednesday, May 20, 5:30-6:30 p.m.

Friday, May 22, 3:30 p.m.

Friday, June 19, 3:30 p.m.

Thursday, July 16, 3:30 p.m.

Friday, August 7, 3:30 p.m.

Friday, August 21, 3:30 p.m.

Guiding Principles



Keep employees and students safe



Be nimble and ready to deliver instruction in any of the Four Stages



Create high-quality, equitable learning environments for all students



Involve our community in solutions, planning and implementation

MVWSD plan informed by guidance from the California Department of Education, Santa Clara Public Health, Santa Clara County Office of Education, Centers for Disease Control, and Sacramento County Office of Education.



Mountain View
Whisman
School District

County Data



Santa Clara County COVID-19 Cases Dashboard



Data last updated June 26, 2020

This dashboard provides detailed data on cases of COVID-19 in Santa Clara County.

Total Cases

3984

New Cases

100

Total Deaths

155

New Deaths

0

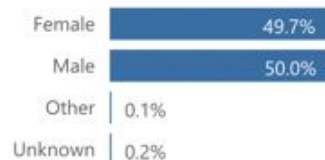
Currently Hospitalized

72

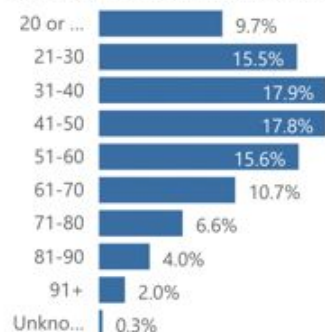
Page Navigation

[→ Death Data](#)

Cumulative Cases by Gender

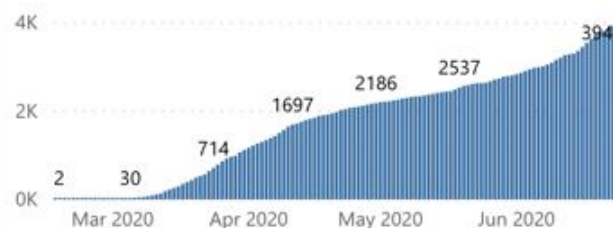


Cumulative Cases by Age Group



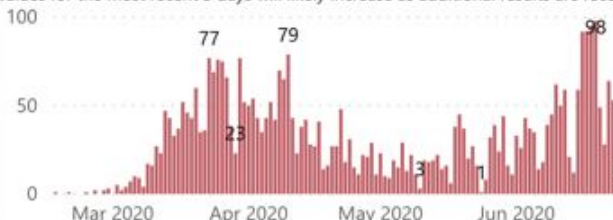
Cumulative Cases by Specimen Collection Date

Values for the most recent 5 days will likely increase as additional results are received.



New Cases by Specimen Collection Date

Values for the most recent 5 days will likely increase as additional results are received.



Cumulative Cases by Race/Ethnicity

Race/Ethnicity	Percent of Cases	Percent of Population
African American	1.9%	2.4%
Asian	16.2%	35.7%
Hispanic	46.2%	25.8%
Native Hawaiian & Other Pacific Islander	0.6%	0.3%
Other	5.3%	3.9%
Unknown	14.7%	
White	15.0%	32.0%
Total	100.0%	100.0%

Cases by Geography

Cases by Zip Code

[→ Zip Code](#)

Cases by City

[→ Cities](#)

Source: California Reportable Disease Information Exchange, California Department of Finance.

Note: The graphs do not include 38 patients that did not have a valid date for when their specimen was collected. These patients are included in the total numbers presented above. Currently hospitalized includes suspected cases. New cases represent newly identified cases since last reporting and specimen collection date may vary. Other category on race/ethnicity graph includes American Indian/Alaska Native and people who identify as multiple races.



Santa Clara County COVID-19 Cases Dashboard

Data last updated August 5, 2020



Cumulative COVID-19 Cases

11128

Cumulative COVID-19 Deaths

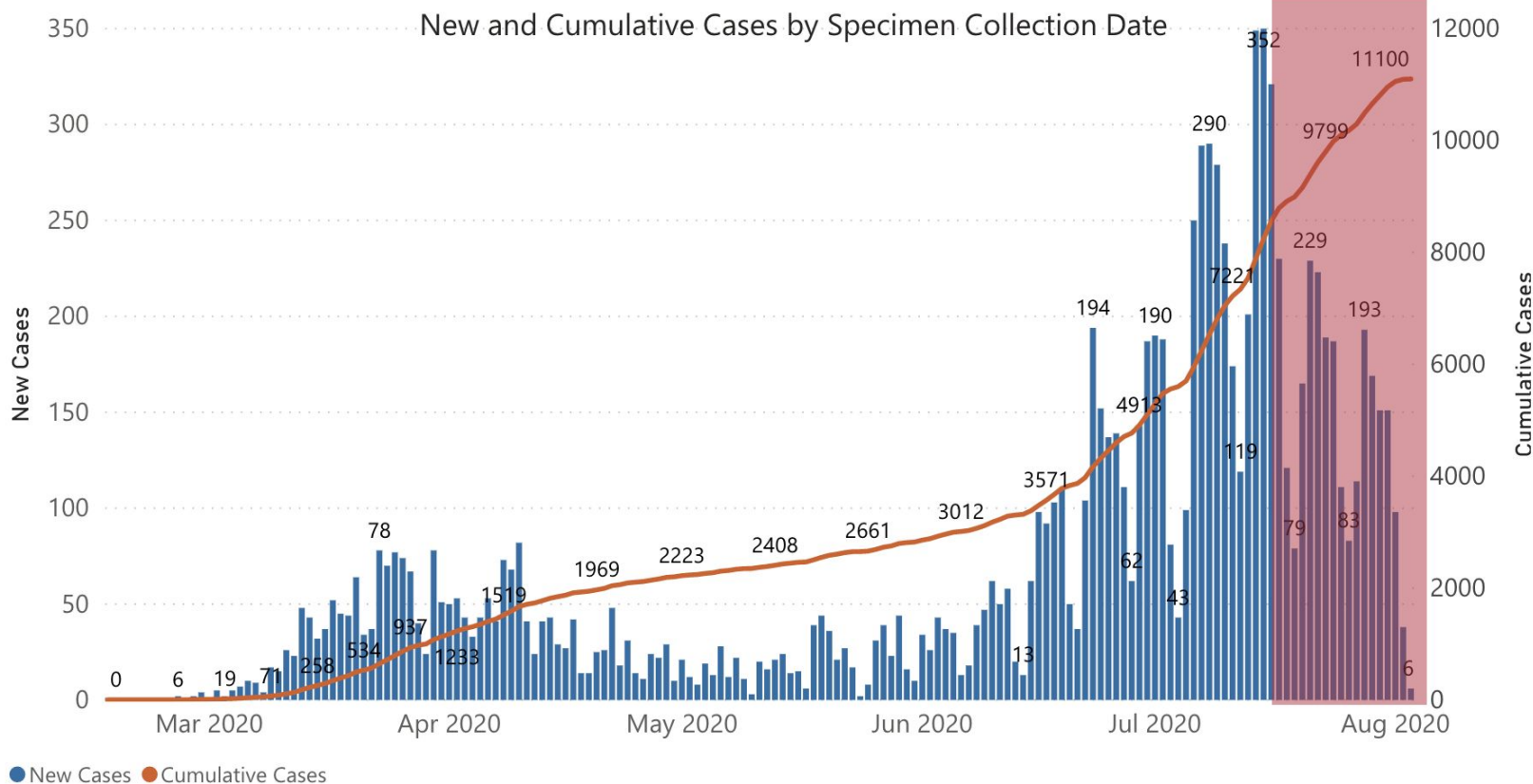
196

Displaying:

Cases

Deaths

Incomplete data due to State's
CalREDIE system





Santa Clara County COVID-19 Cases Dashboard

Last updated on August 26, 2020

Santa Clara County
PUBLIC HEALTH

Cumulative COVID-19 Cases

16393

Cumulative COVID-19 Deaths

237

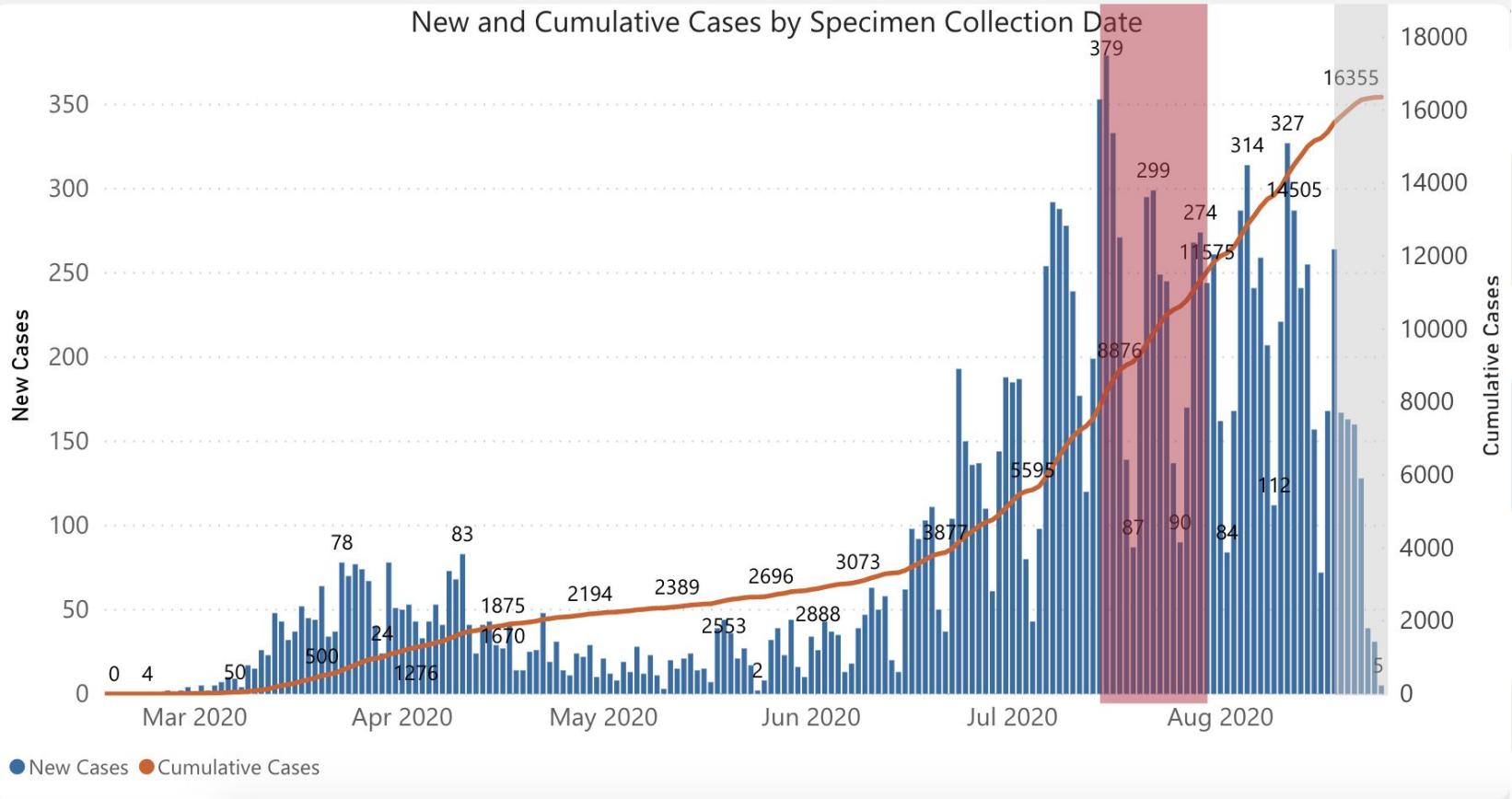
Displaying:

Cases

Deaths

Data for 7/15/2020 -
7/30/2020 may be incomplete

Values for the most recent 7
days are preliminary





Santa Clara County COVID-19 Cases Dashboard

Last updated on September 16, 2020



Cumulative COVID-19 Cases

19760

7-Day Rolling Average of New Cases

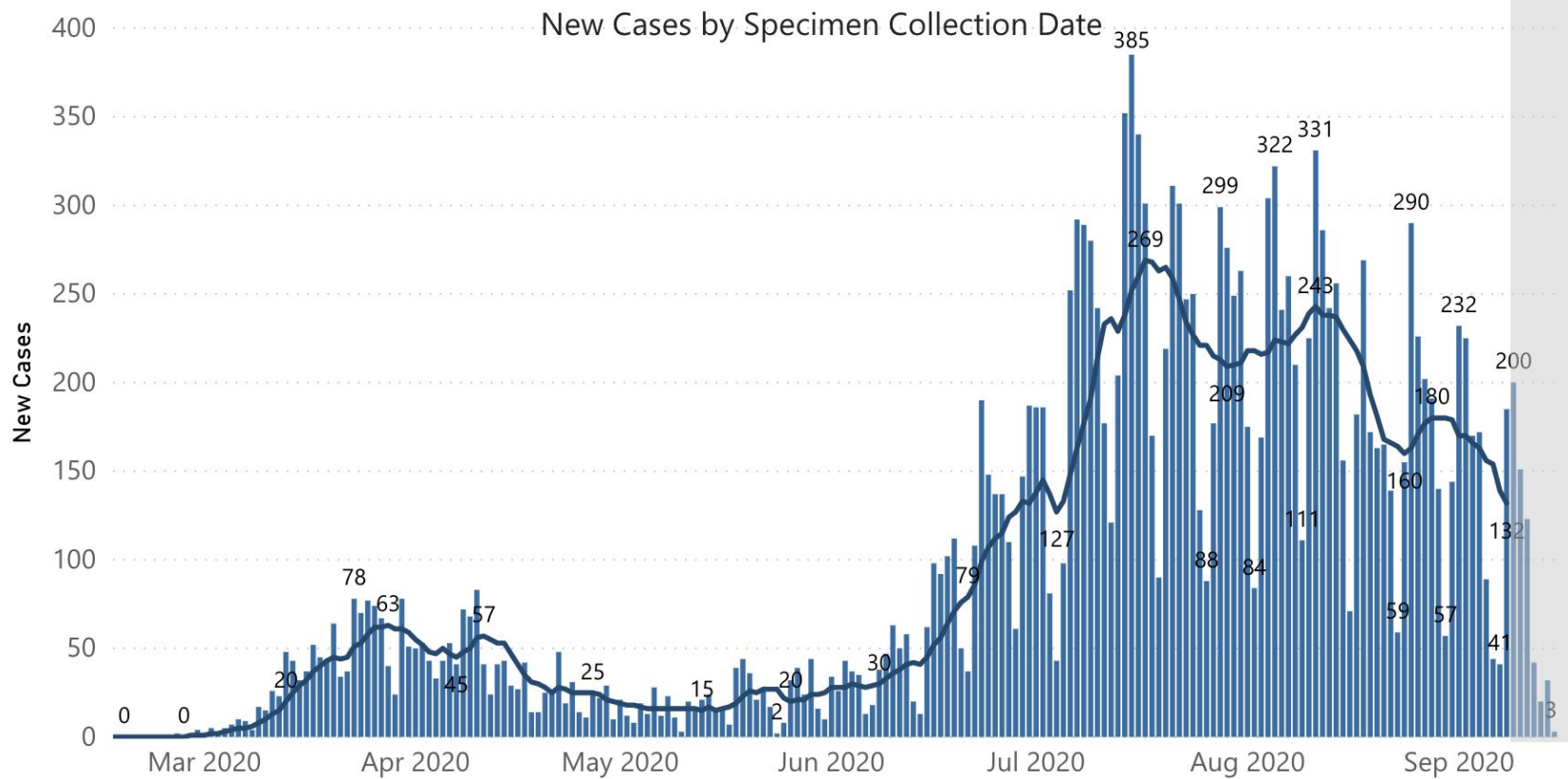
132

Displaying:

Cases

Deaths

Values for the most recent 7 days are preliminary



● New Cases ● 7-Day Rolling Average of New Cases

Mountain View Whisman School District

<https://www.sccgov.org/sites/covid19/Pages/dashboard-cases.aspx>



Santa Clara County COVID-19 Cases Dashboard

Last updated on September 24, 2020



Cumulative COVID-19 Cases

20756

7-Day Rolling Average of New Cases

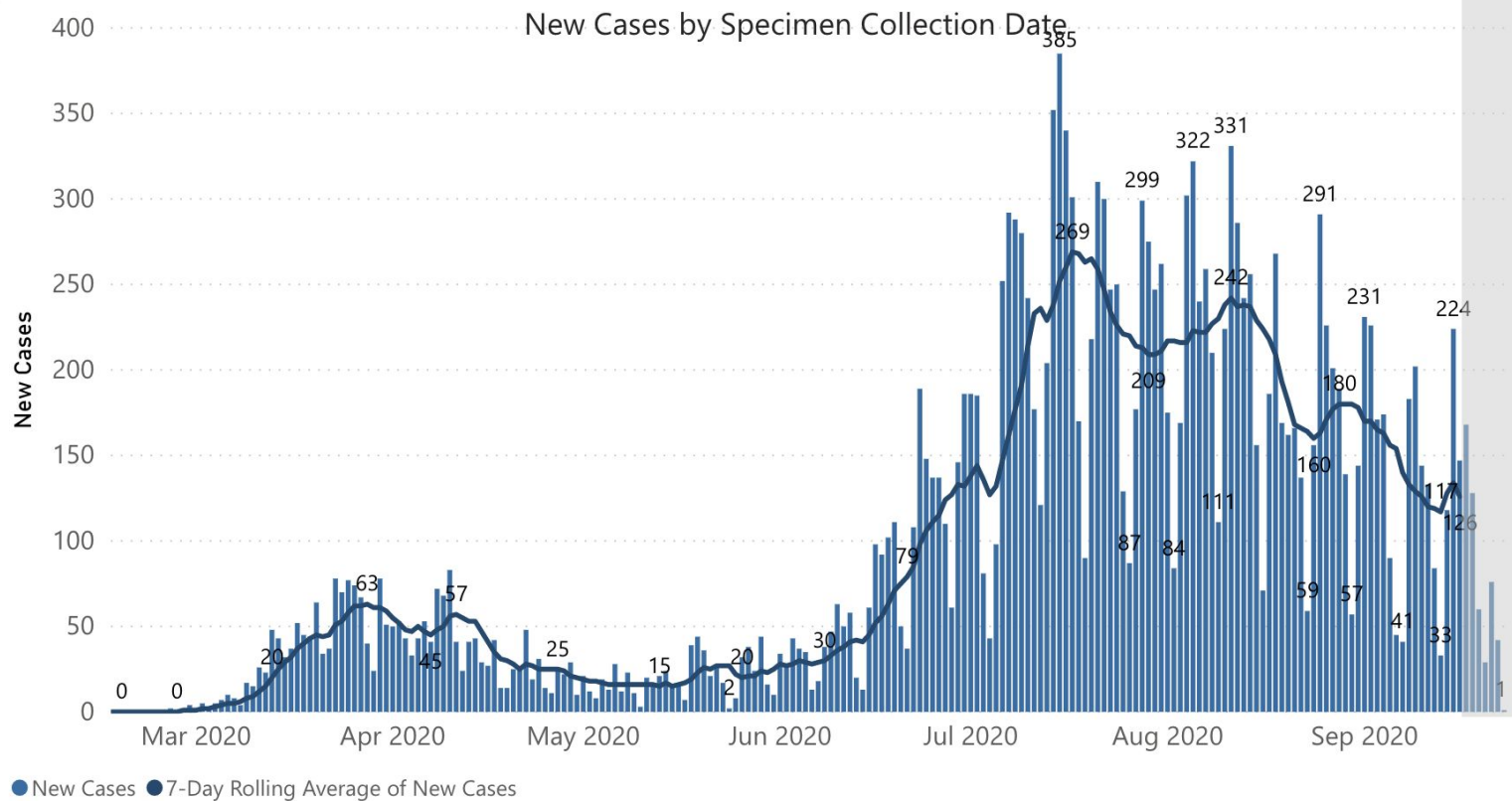
126

Displaying:

Cases

Deaths

Values for the most recent 7 days are preliminary





Santa Clara County COVID-19 Demographics Dashboard

Last updated on September 24, 2020



Total Cumulative COVID-19 Cases

20756

Total Cumulative COVID-19 Deaths

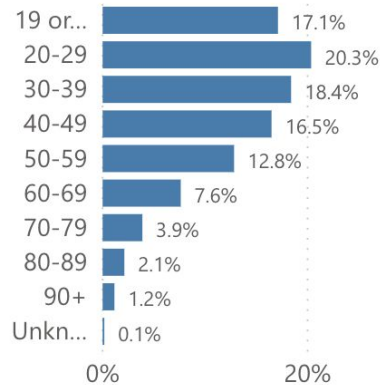
304

Displaying:

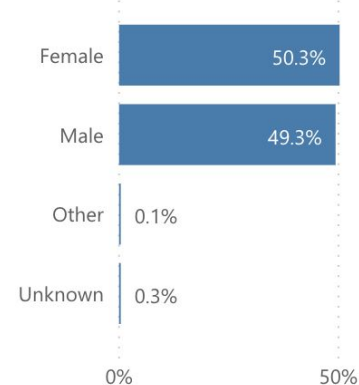
Cases

Deaths

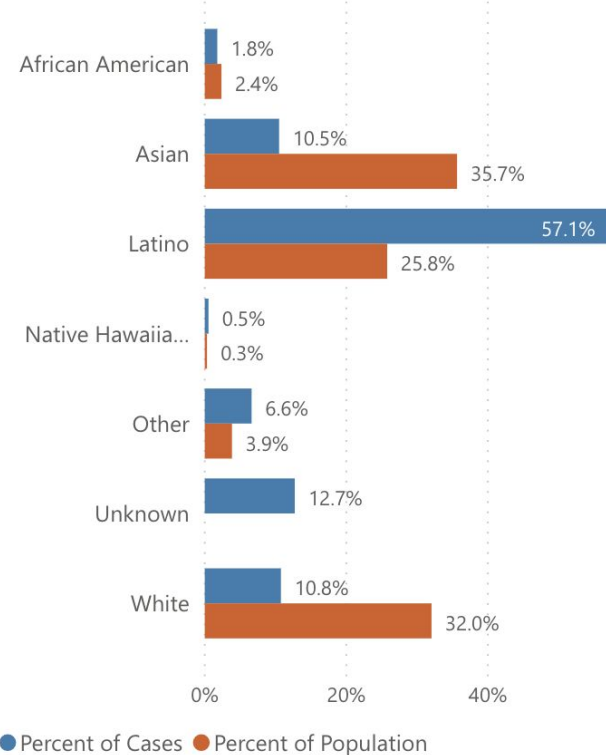
Cases by Age Group



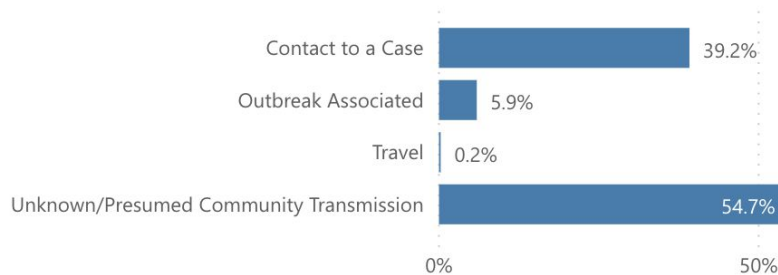
Cases by Gender



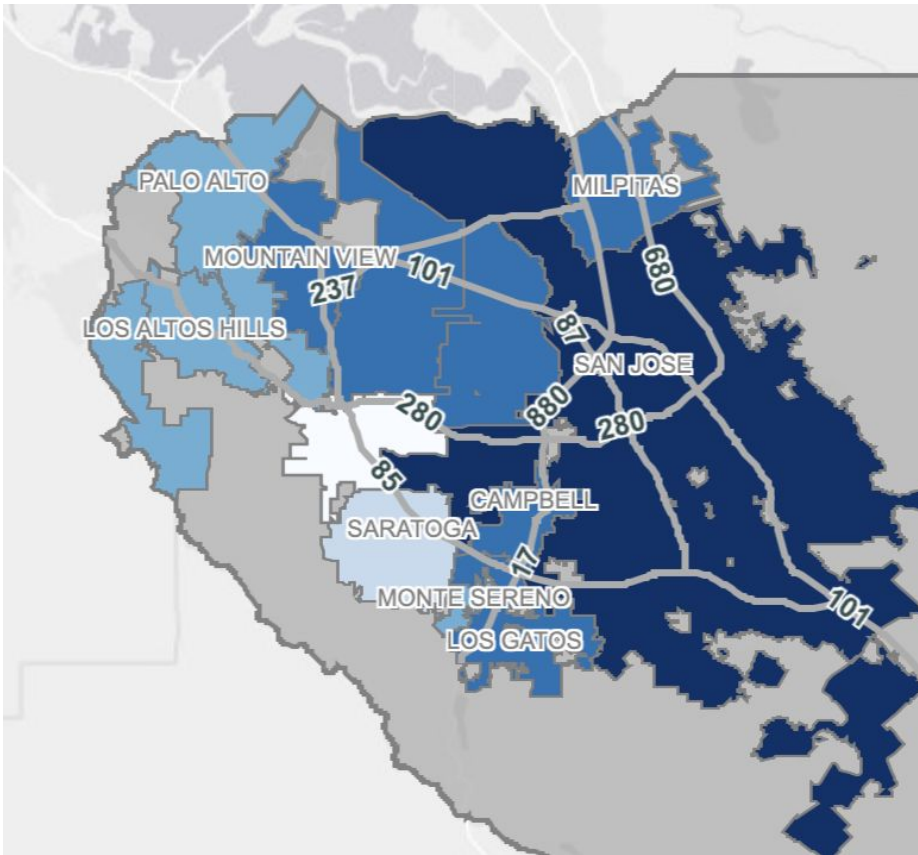
Cases by Race/Ethnicity



Cases by Source of Transmission (For cases occurring on or after 5/22)



Mountain View cases



Mountain View numbers:

94040

245 cases

Rate per 100K - 683

94041

122 cases

Rate per 100k - 848

94043

184 cases

Rate per 100k - 584

Santa Clara County Metrics

7.2

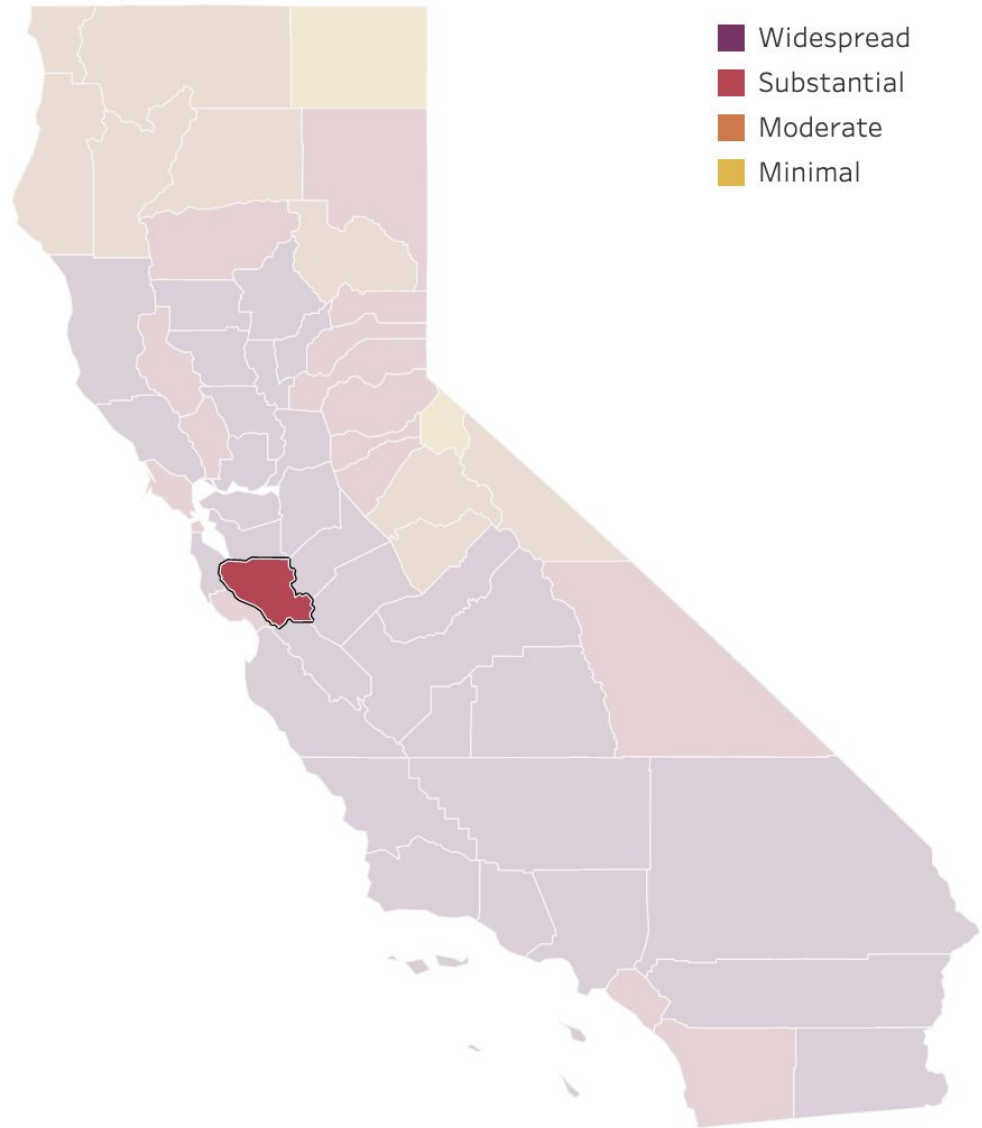
New COVID-19 positive
cases per day per 100K

6.0

Adjusted case rate for tier
assignment

3.0%

Positivity rate



Data shown is for 9/15 tier assignments

 + a b | e a u

Santa Clara County metrics

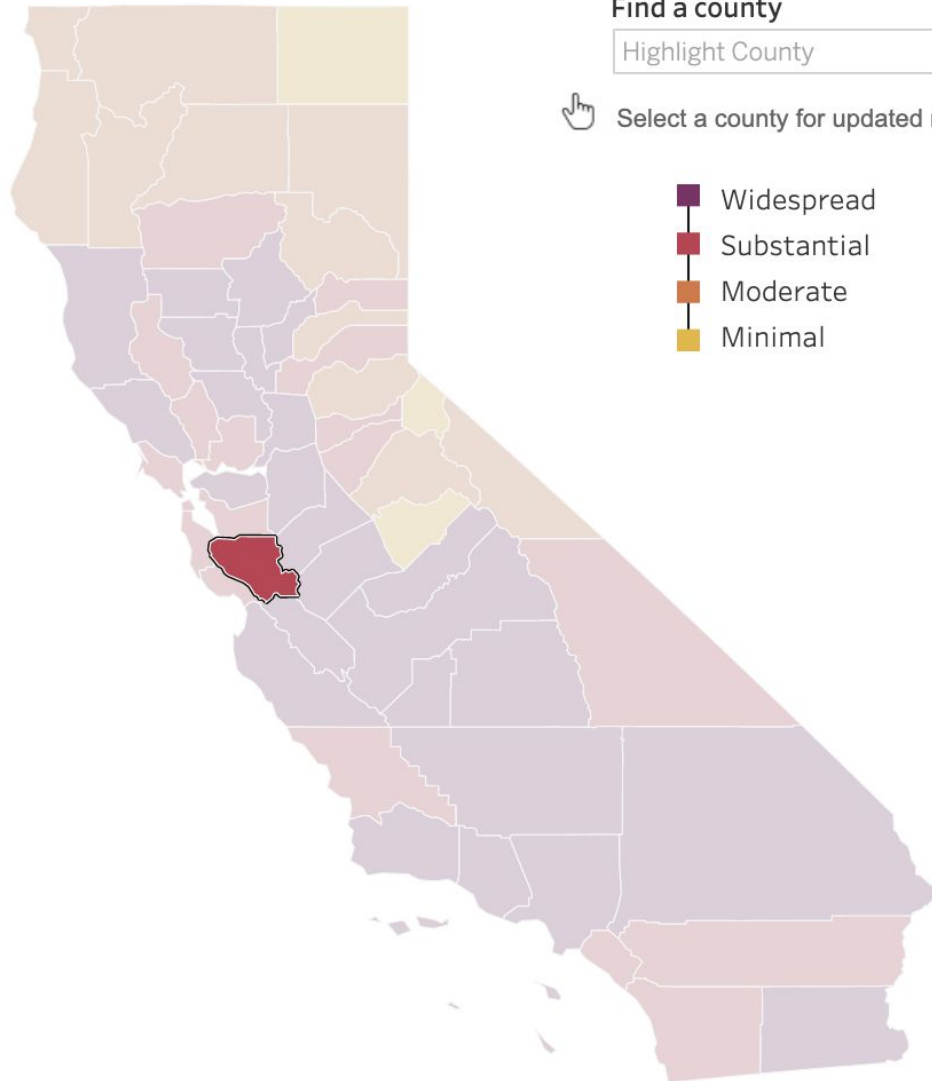
4.7

Adjusted case rate for tier assignment

New cases per day per 100K
(unadjusted) 5.6

2.4%

Positivity rate



Find a county

Highlight County



Select a county for updated metrics

- Widespread
- Substantial
- Moderate
- Minimal

+ a b | e a u





Mountain View
Whisman
School District

Performance Tracking metrics Distance Learning

Metric 1 - Health and Safety

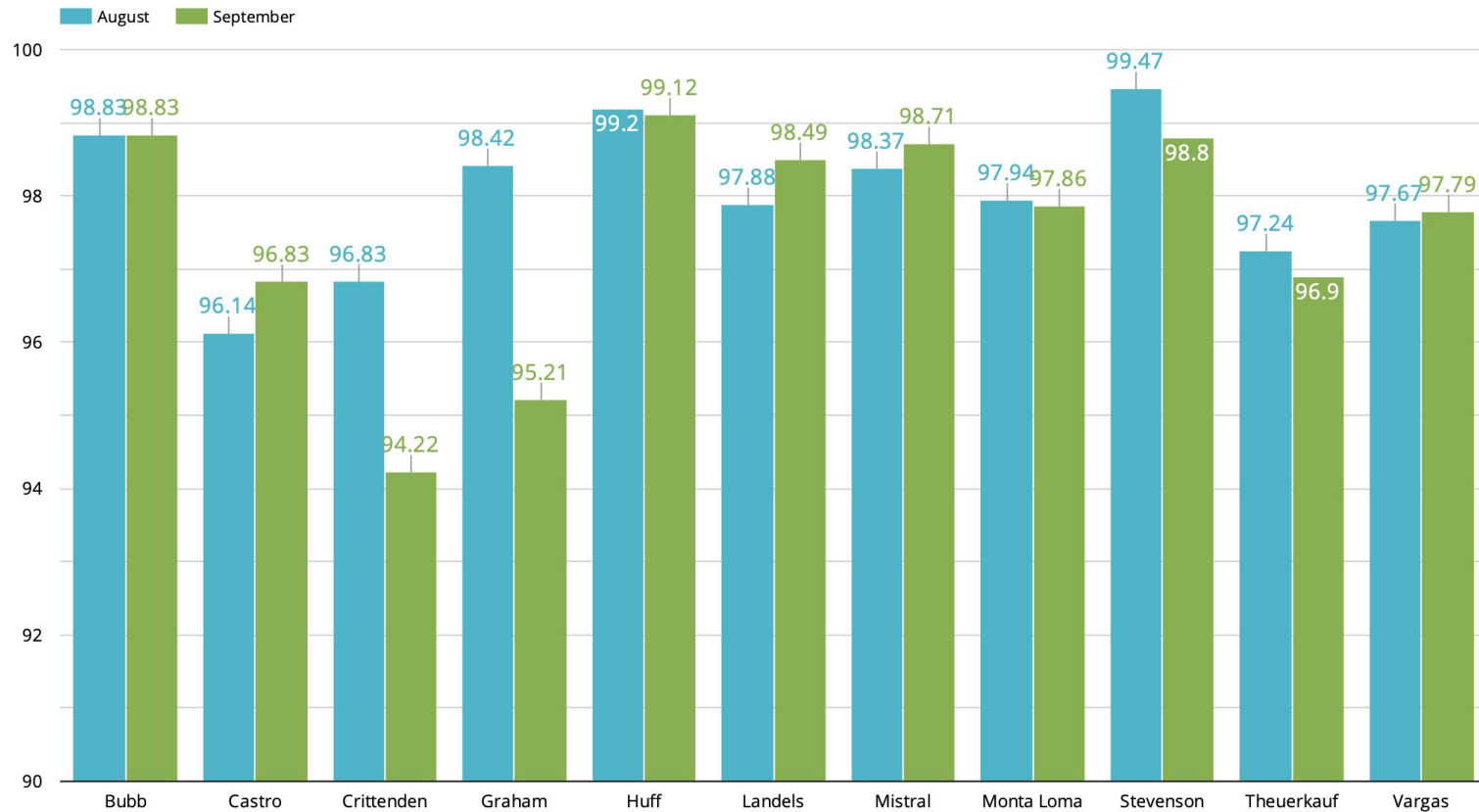
Covid Cases

	Number of Cases on campus	
Quarantine due to potential exposure	Staff 8	Students 6*
Positive cases with providers (YMCA, RAS, Newton, and BTB)	2	
Employee cases - no close contact	1	

Metric 2 - Student Engagement

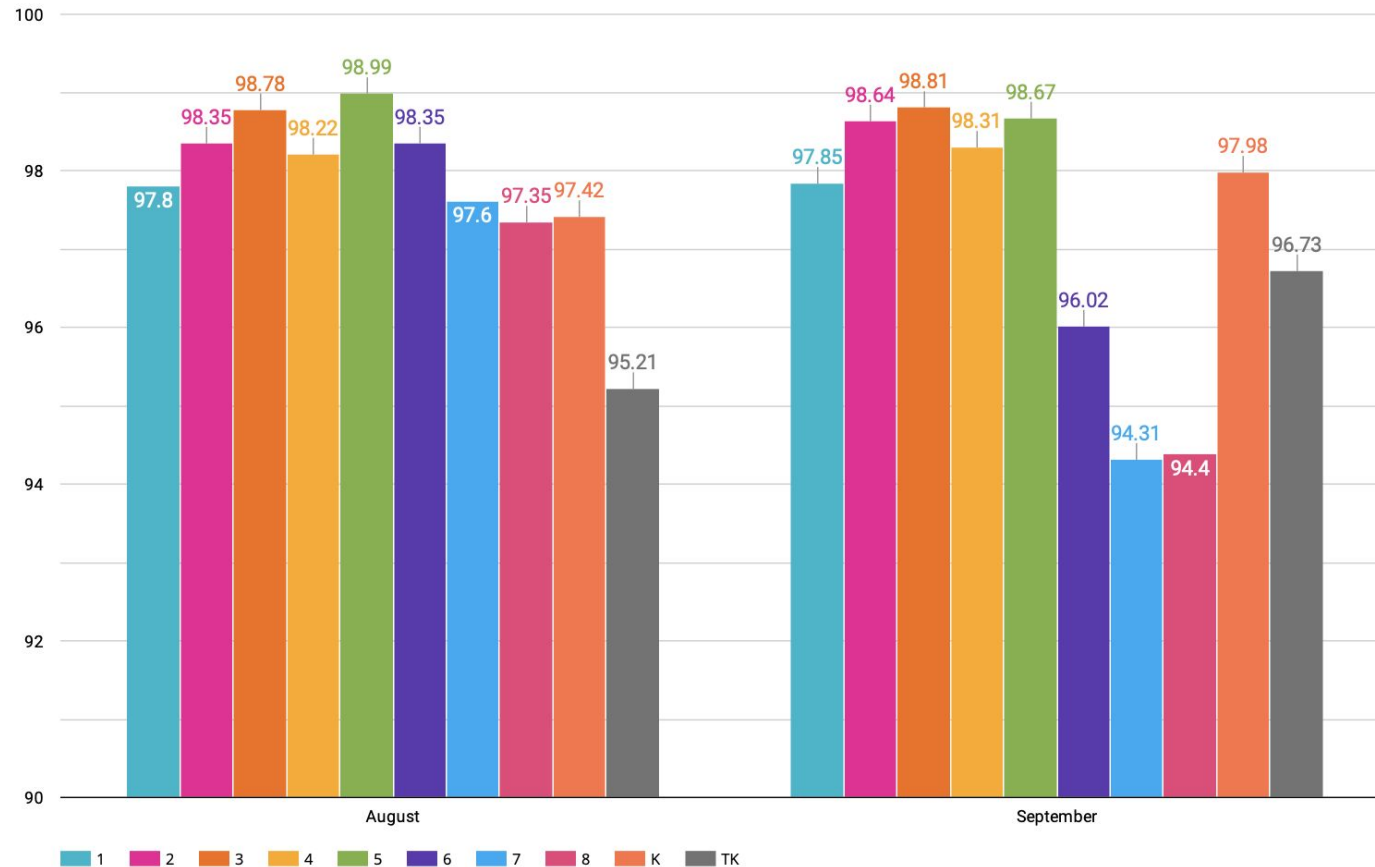
Average Daily Attendance

ADA By School - August 17, 2020 - September 18, 2020



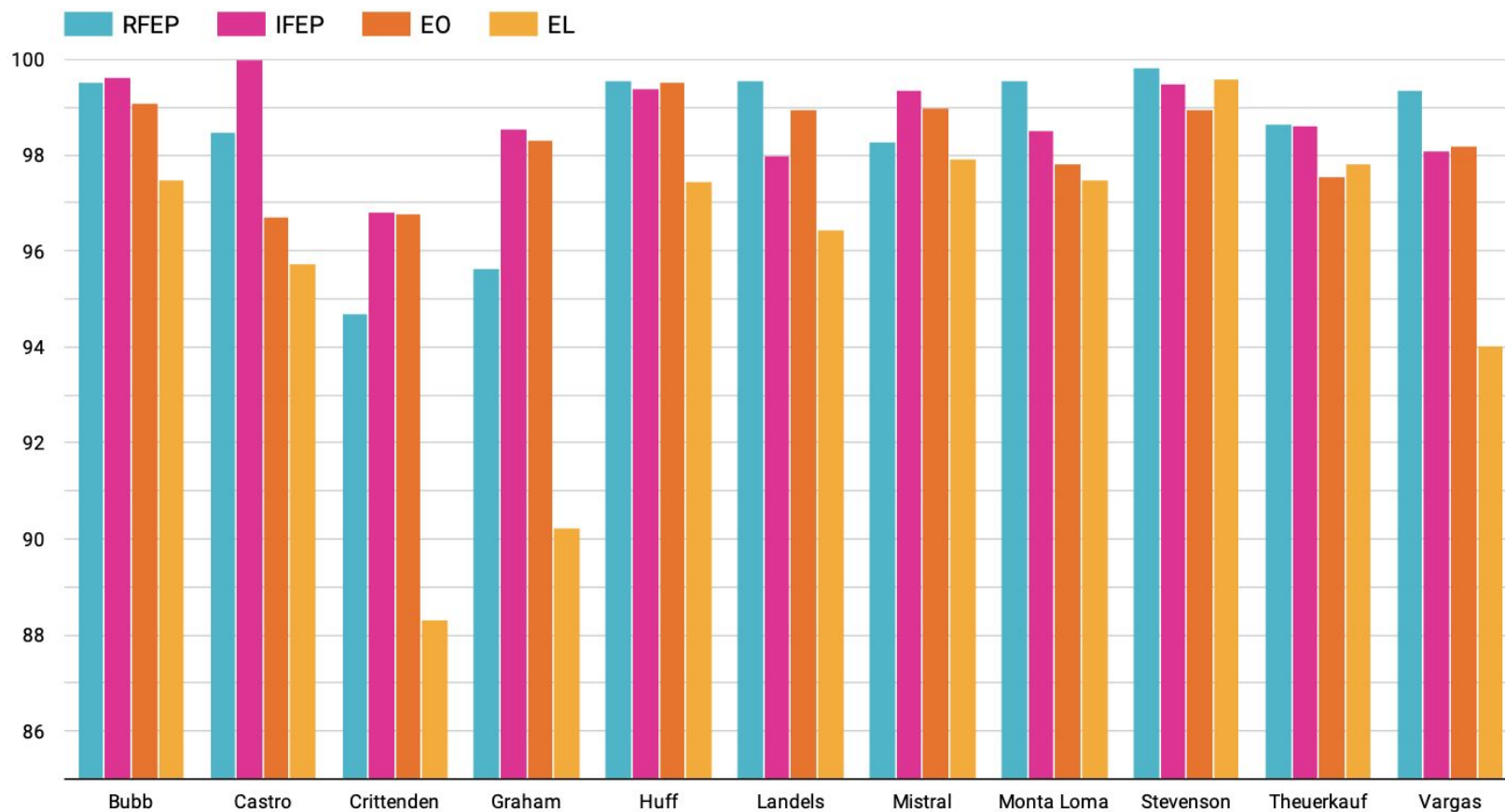
Metric 2 - Student Engagement

ADA By Grade Level - August 17, 2020 - September 18, 2020



Metric 2 - Student Engagement

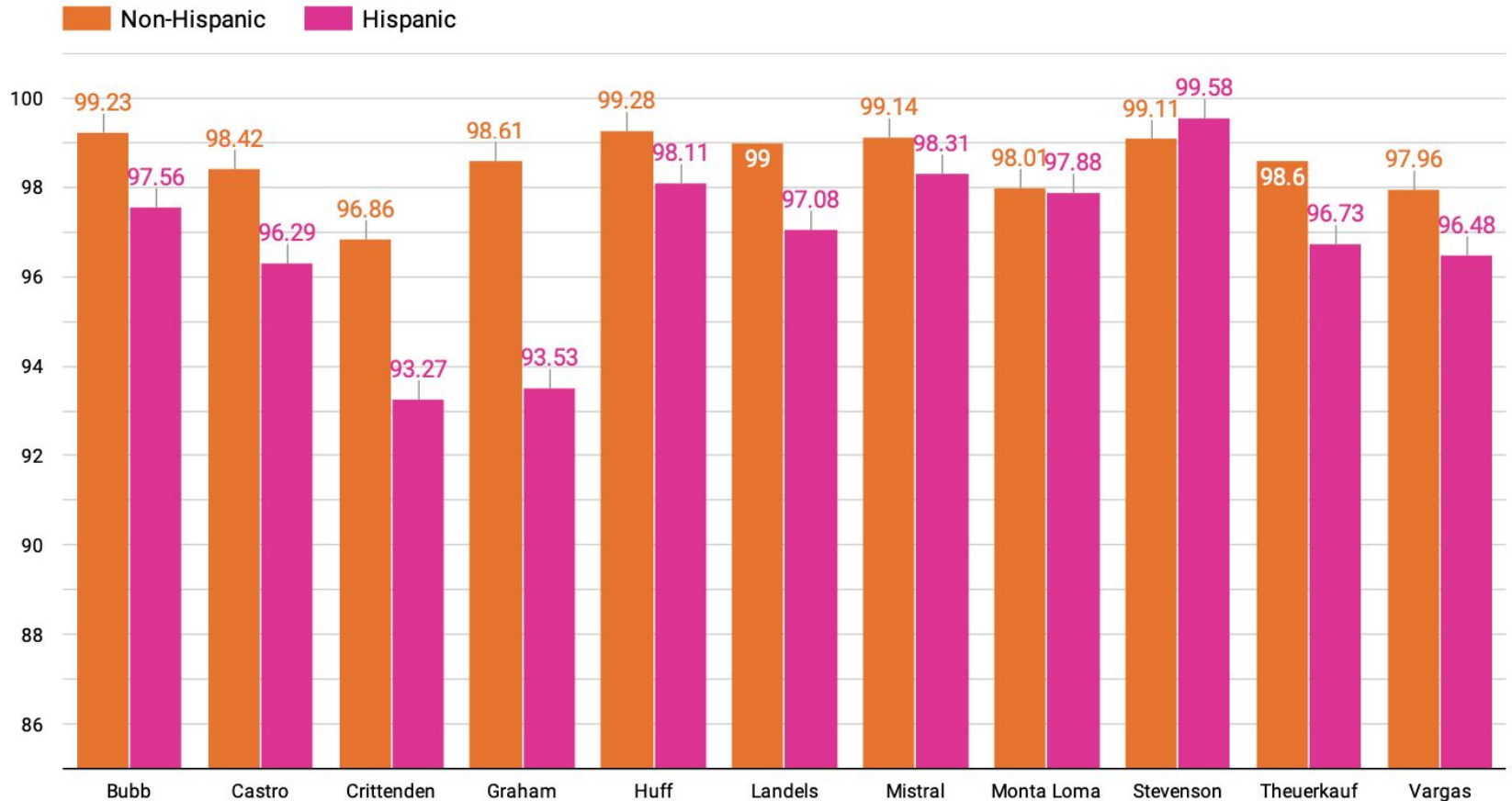
ADA By English Proficiency - September 8, 2020 - September 18, 2020



Mountain View Whisman School District

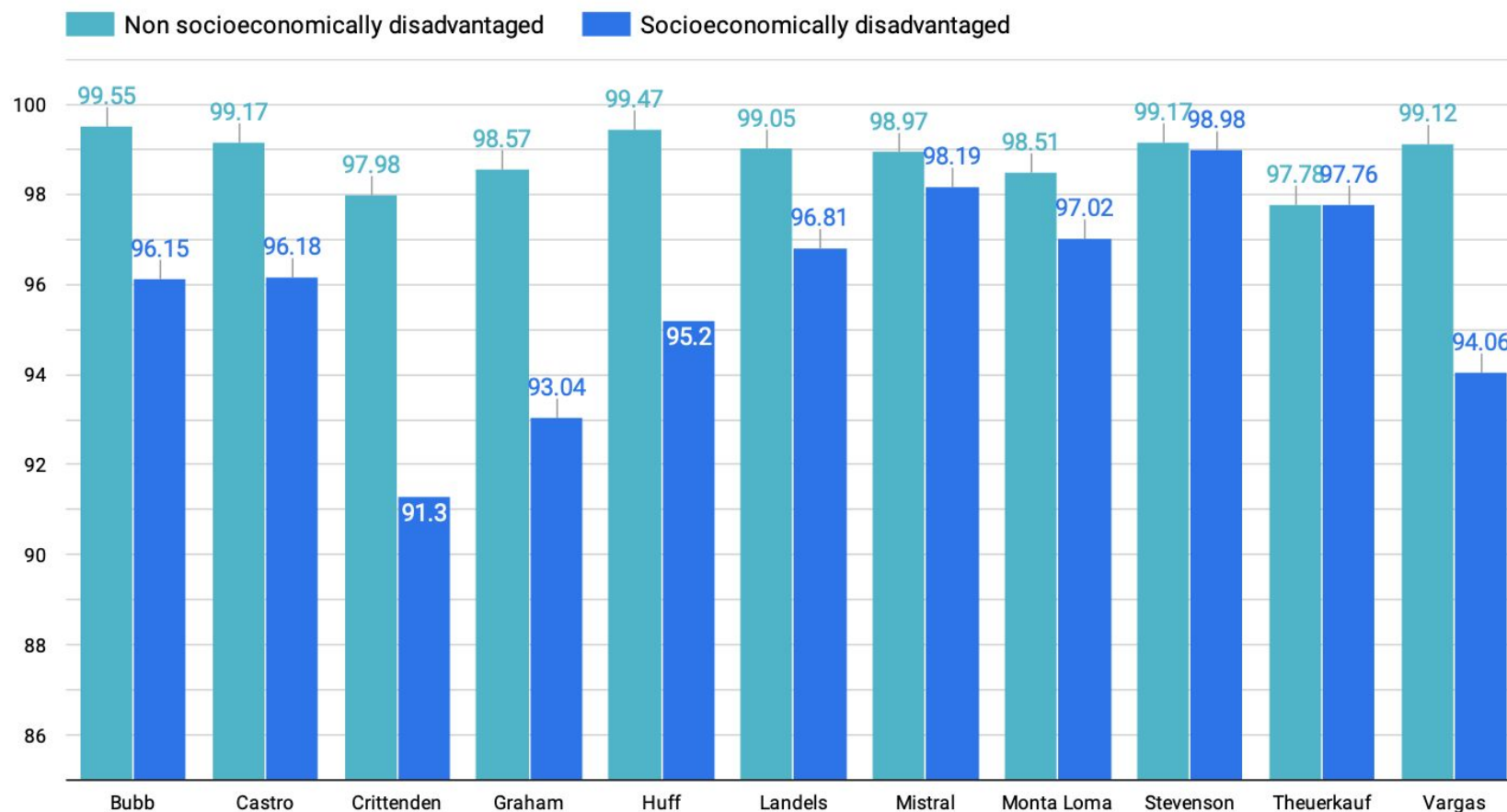
Metric 2 - Student Engagement

ADA By Ethnicity - September 8, 2020 - September 18, 2020



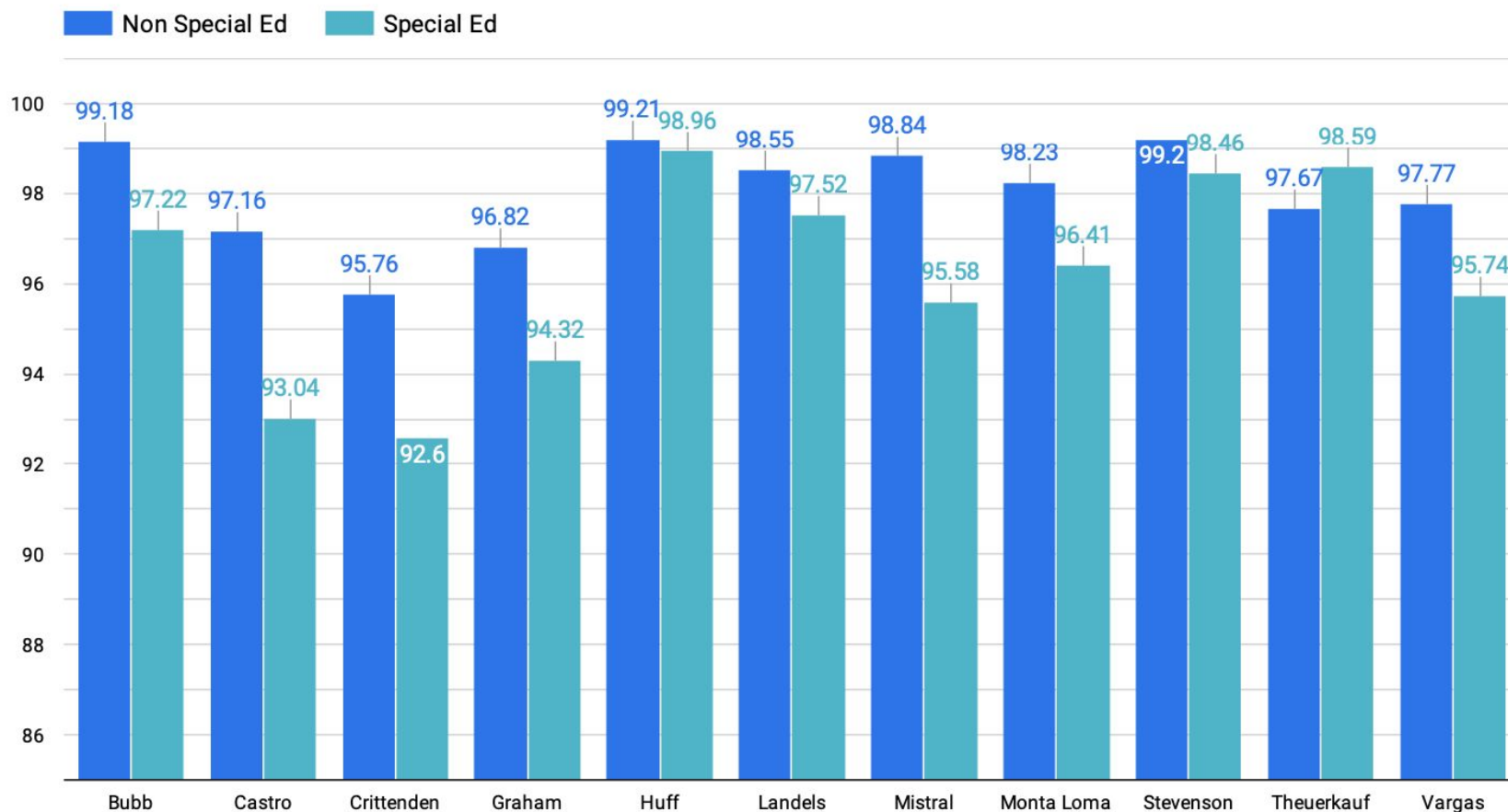
Metric 2 - Student Engagement

ADA By SocioEconomic Status - September 8, 2020 - September 18, 2020



Metric 2 - Student Engagement

ADA By Special Education Status - September 8, 2020 - September 18, 2020



Mountain View Whisman School District

Metric 2

Clever - Activity 8/1/2020 - 9/22/2020

Key Metrics

Usage by scoped users ⓘ

100.0%

Students

100.0%

Teachers

Unique users ⓘ

5.6K

Students

292

Teachers

Total logins ⓘ

490.5K

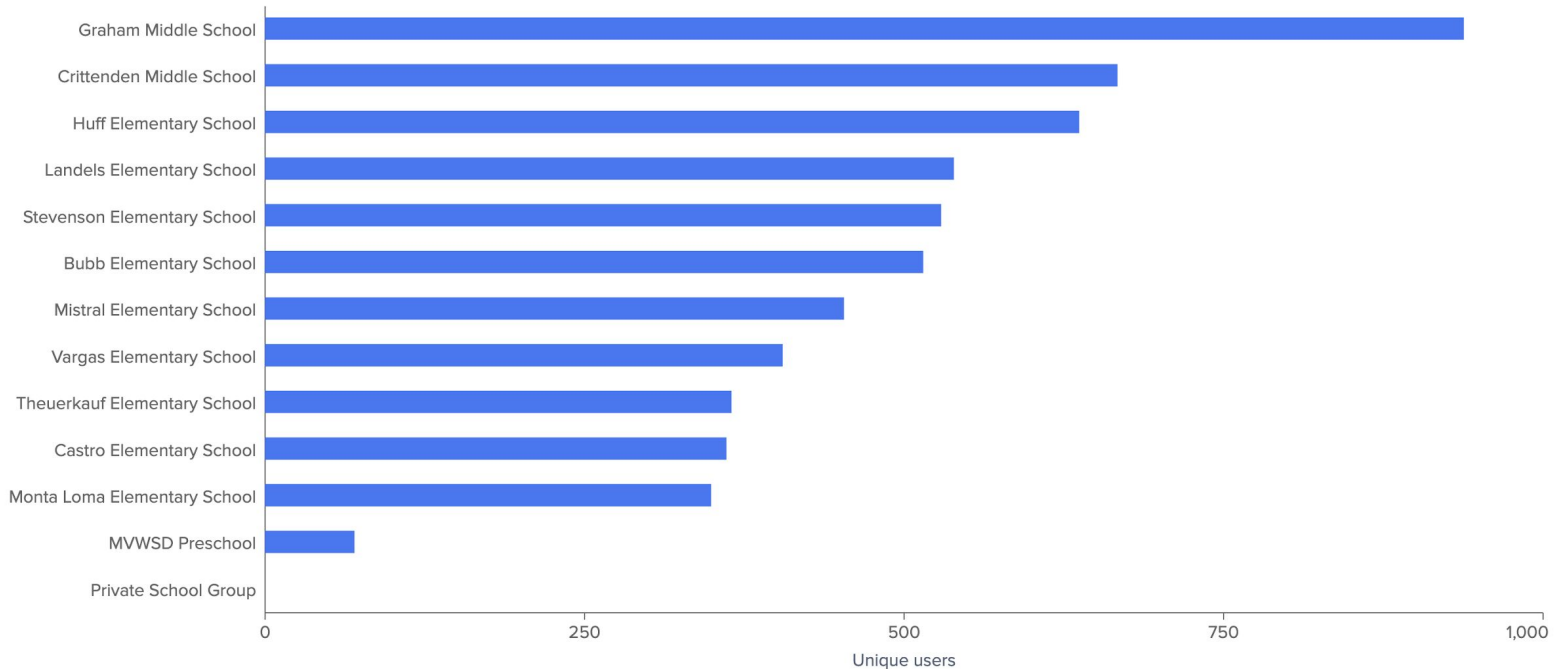
Students

38.3K

Teachers

Logins by School ⓘ

Descending Ascending



Metrics of recent communications

- More Community Check-Ins and School Coffees with significant attendance
- Reaching more people via Zoom than ever before

Since March, District and School meetings on Zoom

Meetings

272

664477 Meeting Minutes

17475 Participants

Since July, Superintendent meetings with parents and number of participants

Sept 18, 2020	266
Sep 4, 2020	275
Aug 21, 2020	334
Aug 7, 2020	408
Jul 16, 2020	800
Sep 3, 2020	118

Metric 3: Professional Learning

- Professional Development Week - August 10 - 14
- Site PDs or District wide Trainings
- Focus on
 - Health and Safety Guidelines
 - Technology Platforms- Google Classroom, Zoom, Seesaw
 - TCI curriculum training- Social Studies, Science
 - Engaging in 5E's across curriculum areas
 - i-Ready - new features and accessing reports
 - Special Education Staff training
 - New Teacher Orientation
 - Preschool Staff Training
- 99.3% attendance at the Teacher PDs

Metric 3 - EdTech PD video stats

7,343

► Views

1,887

↻ Unique Viewers

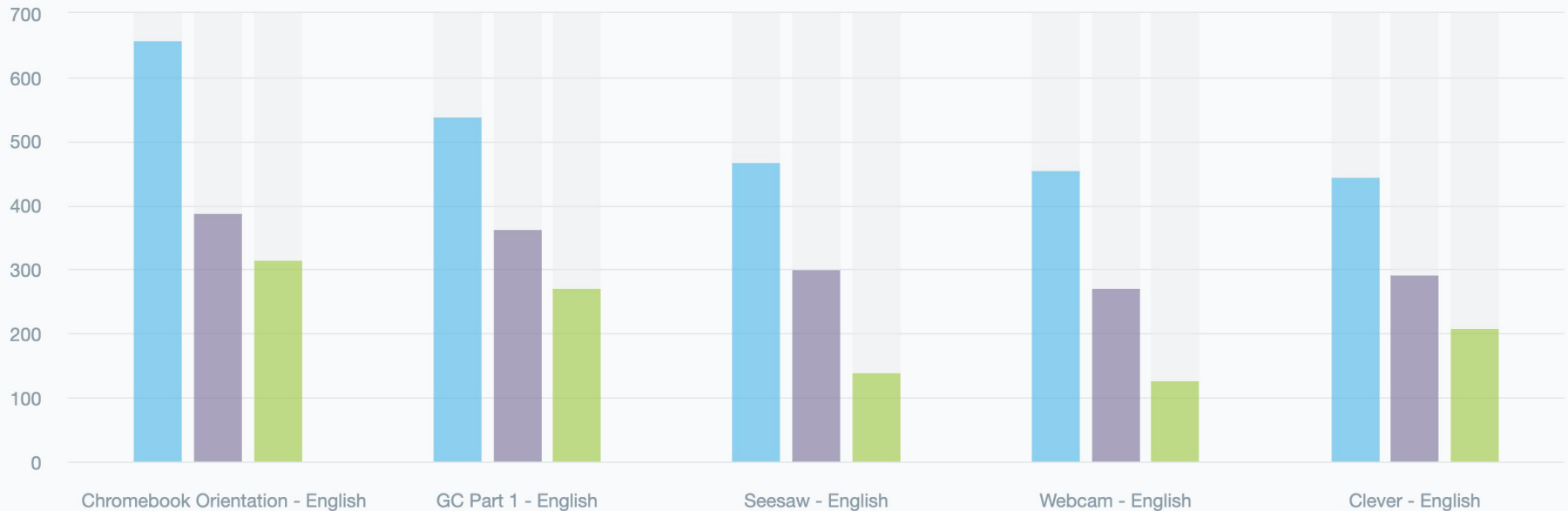
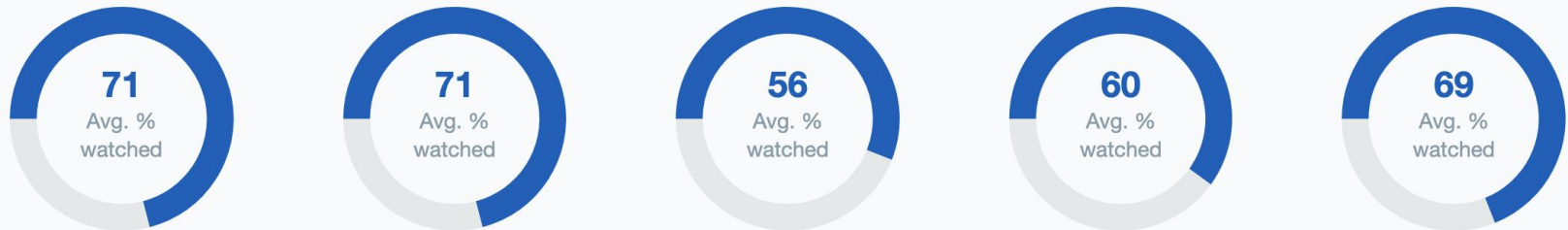
2,762

🚩 Finishes








61%

👁 Avg. % Watched

Metric 3 - EdTech PD video stats



Metric 3 - EdTech PD video stats

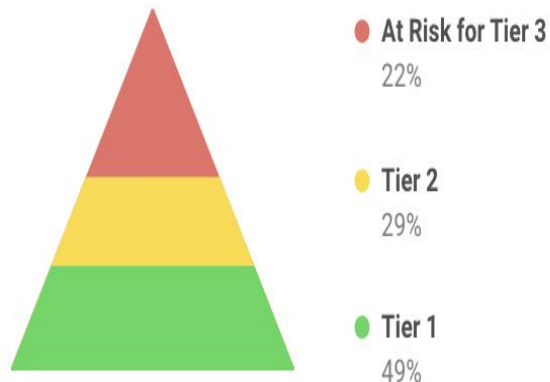
Video 	Views 	Unique Viewers	Finishes	Avg. % Watched
 Chromebook Ori... Uploaded 2 months ago	659	388	316	71
 GC Part 1 - English Uploaded 2 months ago	539	363	271	71
 Seesaw - English Uploaded 2 months ago	468	301	141	56
 Webcam - English Uploaded 2 months ago	455	271	127	60
 Clever - English Uploaded 2 months ago	445	293	208	69

Metric 4: Learning Loss

August 2019

Students Assessed/Total: 4,525/5,101

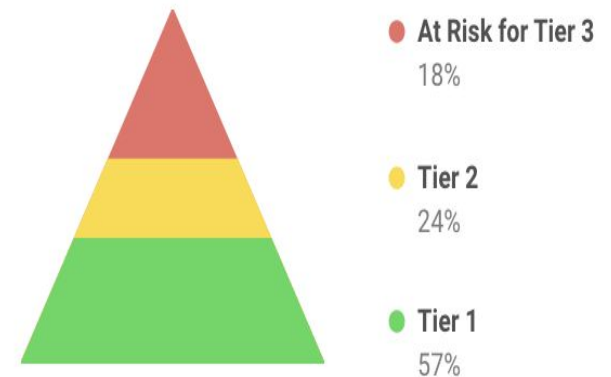
Overall Placement



August 2020

Students Assessed/Total: 4,627/4,795

Overall Placement



Learning Loss: Reading Diagnostic 1

Comparative Data- EL Learners

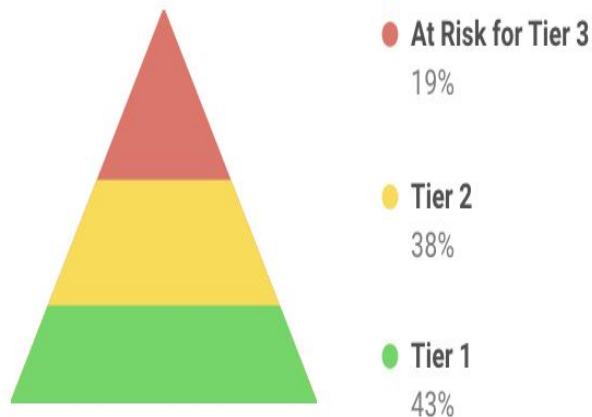
	Below Grade Level		On or Above Grade Level	
	2019	2020	2019	2020
Kindergarten	88%	36%	12%	64%
1st	87%	76%	13%	24%
2nd	90%	79%	10%	21%
3rd	83%	74%	17%	26%
4th	89%	97%	11%	3%
5th	99%	93%	1%	7%
6th	93%	100%	7%	0%
7th	95%	97%	5%	3%
8th	96%	100%	4%	0%
Grand Total	90%	84%	10%	16%

Districtwide Comparative Data- Math

August 2019

Students Assessed/Total: **4,449/5,101**

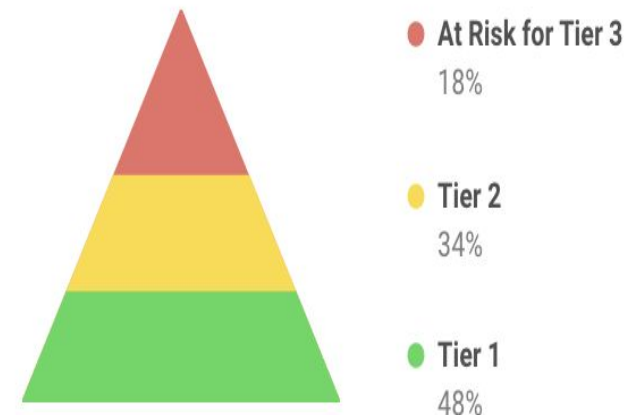
Overall Placement



August 2020

Students Assessed/Total: **4,642/4,795**

Overall Placement



Math Diagnostic 1 Comparative Data- EL Learners

	Below Grade Level		On or Above Grade Level	
	2019	2020	2019	2020
Kindergarten	90%	36%	10%	64%
1st	90%	78%	10%	22%
2nd	93%	84%	7%	16%
3rd	93%	89%	7%	11%
4th	91%	97%	9%	3%
5th	93%	89%	7%	11%
6th	85%	96%	15%	4%
7th	95%	95%	5%	5%
8th	93%	100%	7%	0%
Grand Total	92%	87%	8%	13%

Math Pathways Demographic Data - EL Status

	ELs		EO		IFEP		RFEP	
	2019-20	2020-21	2019-20	2020-21	2019-20	2020-21	2019-20	2020-21
Math 6.2			60%	62%	15%	20%	25%	18%
Math 7.1	1%	1%	61%	64%	4%	8%	34%	28%
Math 7.2		1%	70%	59%	17%	13%	14%	27%
Math 8.1	2%	1%	48%	58%	5%	5%	46%	35%
Math 8.2	1%		67%	69%	14%	17%	18%	14%
Grand Total	1%	1%	60%	62%	10%	12%	28%	25%

Math Pathways Demographic Data - Students with Disabilities (SWD)

	2019-20	2020-21
Math 6.2	2%	5%
Math 7.1	3%	5%
Math 7.2	1%	2%
Math 8.1	2%	2%
Math 8.2	1%	1%
Grand Total	2%	3%

Math Pathways Demographic Data - Socio-Economically Disadvantaged

	2019-20	2020-21
Math 6.2	8%	3%
Math 7.1	30%	23%
Math 7.2	5%	8%
Math 8.1	34%	28%
Math 8.2	7%	6%
Grand Total	18%	14%

Metric 5: Special Needs

% Students with 504s 2.69%

% Students with IEPs 11%

Requests for Initial Referrals 30

Total District Students 4785

Metric 6: Social & Emotional Support

all numbers are best estimates or averages when applicable	# total students as of 9/11	#SCEF/ARIS contacts	# students being "regularly re-engaged"	# re-engagement students due to internet/tech issues	new CHAC referrals (as of 9/23/2020)
McV	160	148	NA	NA	
BB	388	7	3	0	1
CA	308	230	75	17	11
CR	600	391	6	5	13
HU	487	6	2	2	1
GR	860	275	45	3	3
LA	433	142	16	7	2
MI	364	139	2	0	6
ML	284	126	9	0	0
ST	429	7	2	0	1
TH	306	139	8	5	5
VA	333	71	4	1	7

Metric 6: Social & Emotional Support

Student CHAC Referrals

- 2020-21: 50 new referrals

Uplift (Community Organization that provides mental health supports for kids)

- 4

Teachers requesting / engaged in interactive process

- 54

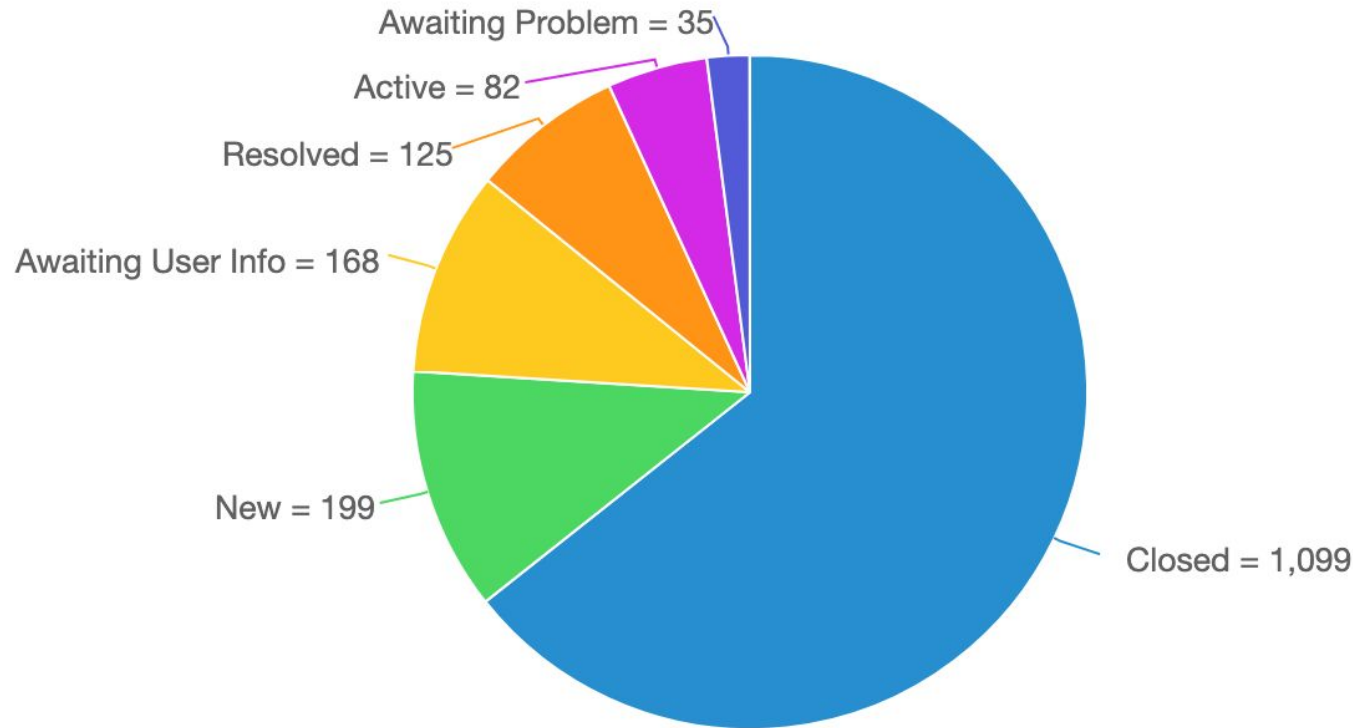
Metric 6: Social Emotional Support

Summary of 9/14/2020 District English Learner Advisory Committee (DELAC) feedback on Distance Learning so far:

- It's not ideal to be staying home - the experience is just not the same.
- We have to work and can't always be present to support our kids. Worried about the potential emotional impact.
- Parents need to speak with their own children regularly and some may need support on how to do this.
- We can see the effort that the district and staff put in to make the current situation as much like face-to-face instruction as possible.
- Many families still have unreliable internet connections. Signal cuts out regularly.
- Hotspots have helped a lot.
- Please continue to call home to inform us of issues that you see at school.
- Teachers have been wonderful and supportive.
- Thank you to the district - it's much better than what it was in the spring.
- The district is doing an excellent job.
- Teachers are working well with students.
- We appreciate the food distribution but sometimes it's hard to pick up food during the school day. Can we have afternoon pickups or evening pickups?

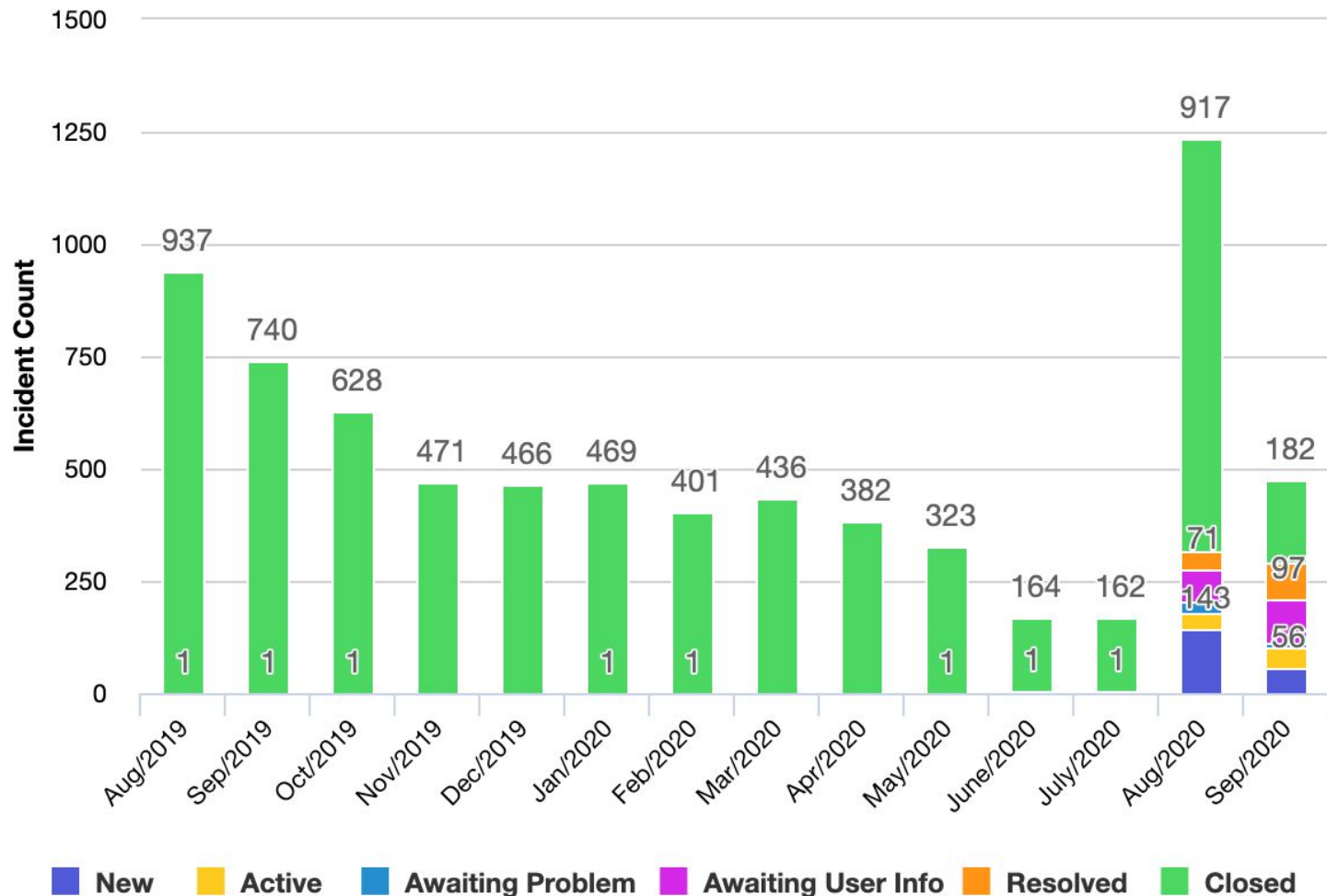
Metric 6: Technology - Support Requests

Incident Status Since 8/1/2020



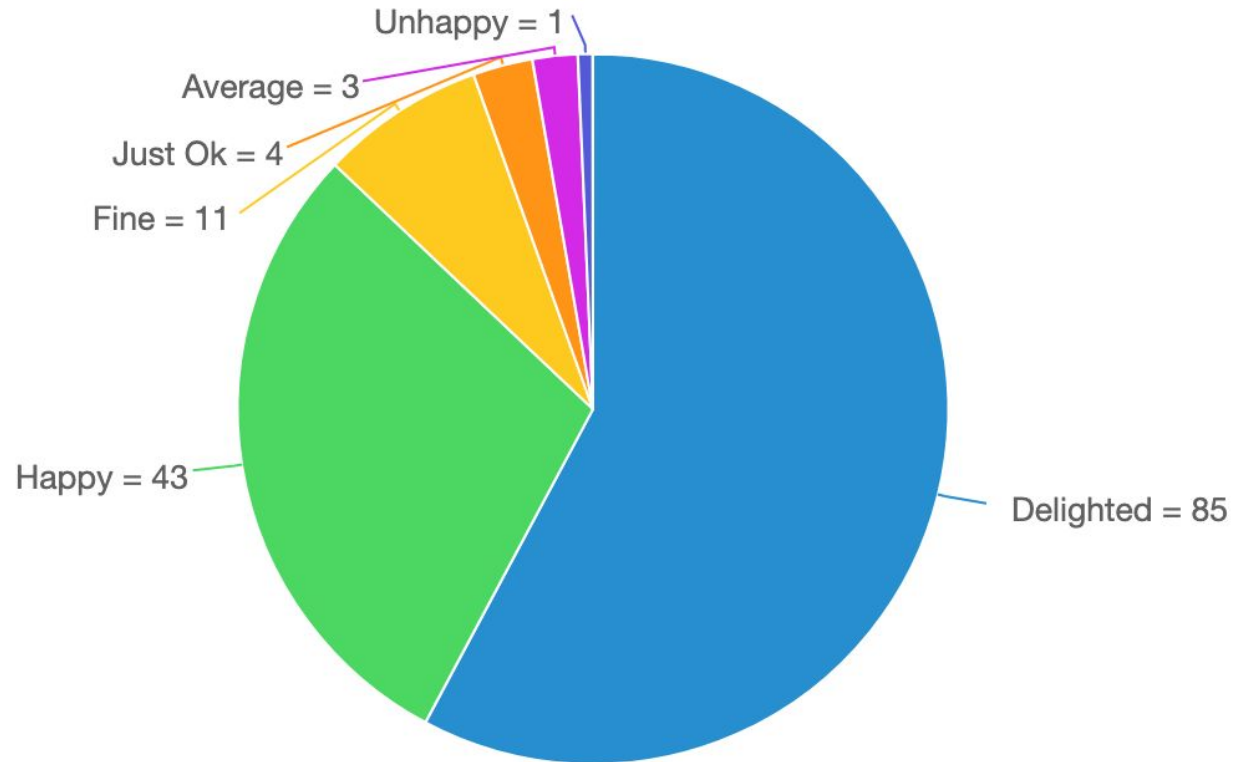
Metric 6: Technology - Support Requests

Incidents Created Since 8/1/2019



Metric 6: Technology - Customer Satisfaction Survey

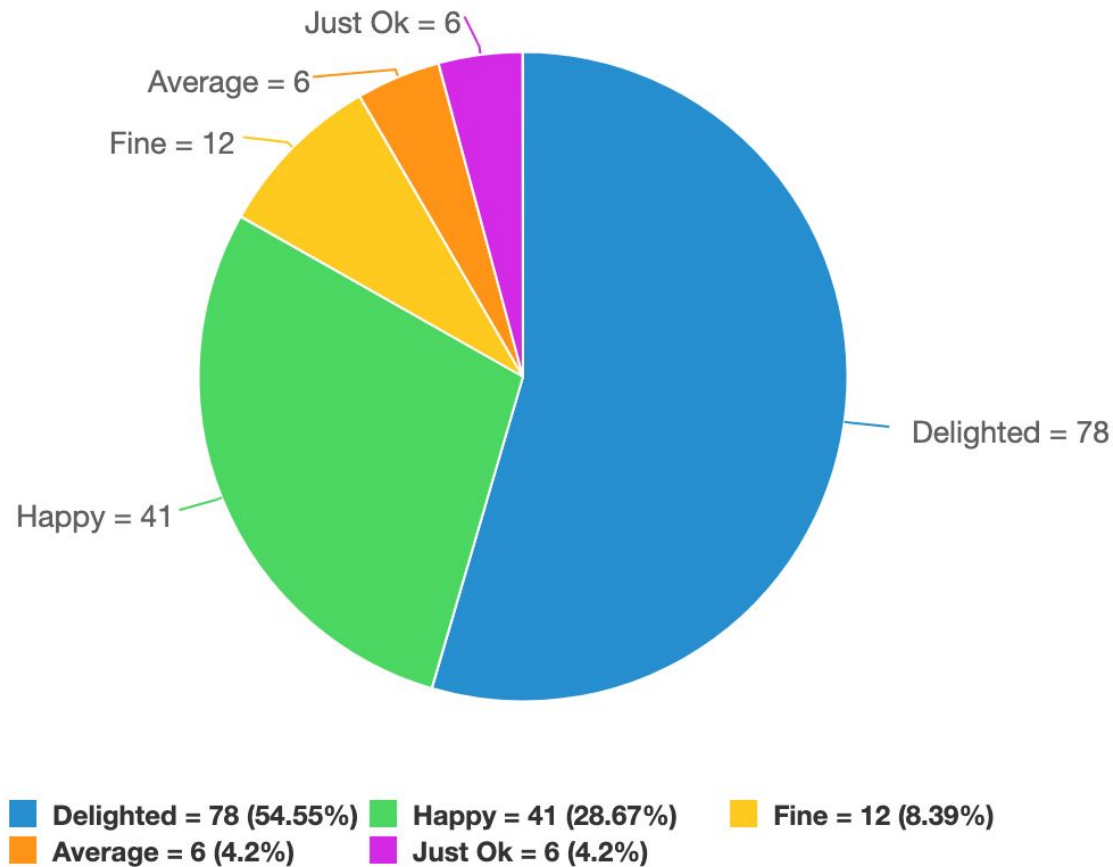
How satisfied are you with your overall service experience?



Delighted = 85 (57.82%)	Happy = 43 (29.25%)	Fine = 11 (7.48%)
Just Ok = 4 (2.72%)	Average = 3 (2.04%)	Unhappy = 1 (0.68%)

Metric 6: Technology - Customer Satisfaction Survey

How satisfied were you with the response time to your incident?





Mountain View
Whisman
School District

Initial thoughts and other data points

Initial findings:

- 1 week = 1 exposure in BTB support group
- 7.2 saw an increase EL, SWD, SED students
- Learning loss
 - appears to be the greatest in the upper grade levels
- Attendance
 - Engagement is lowest for
 - Middle School, SED, EL and TK

Distance learning vs. Blended Learning

	Distance Learning (%)		Blended or Hybrid (%)			
+ Bubb Elementary School Total	51.11%	184	48.89%	176	100.00%	360
+ Castro Elementary School Total	43.33%	130	56.67%	170	100.00%	300
+ Crittenden Middle School Total	52.09%	262	47.91%	241	100.00%	503
+ Graham Middle School Total	45.69%	323	54.31%	384	100.00%	707
+ Huff Elementary School Total	47.19%	218	52.81%	244	100.00%	462
+ Landels Elementary School Total	43.24%	179	56.76%	235	100.00%	414
+ Mistral Elementary School Total	34.93%	117	65.07%	218	100.00%	335
+ Monta Loma Elementary School Total	42.08%	109	57.92%	150	100.00%	259
+ Registration School Total	100.00%	3			100.00%	3
+ Stevenson Elementary School Total	58.02%	235	41.98%	170	100.00%	405
+ Theuerkauf Elementary School Total	46.82%	125	53.18%	142	100.00%	267
+ Vargas Elementary School Total	55.27%	173	44.73%	140	100.00%	313
Grand Total	47.55%	2058	52.45%	2270	100.00%	4328

- 47.55% of parents are requesting Distance Learning
 - 450 students, whose parents did not respond, will be placed in Distance Learning
 - As of Saturday, ~50 parents have since requested a new placements

Phase 1 - PreK - 1st grade, SAI - Teacher response

Total number of staff		All
13	Preschool - Return	3
	Preschool - Not return	10
30	TK/K Return	18
	TK/K Not return	12
28	first - Return	12
	first - not return	16
11	SAI Return	9
	SAI Not return	1

Teacher Responses

	Number	Percent
Total	298	
Leave	3	1%
On Campus	99	33%
On campus or distance	44	15%
On campus. Distance, Virtual	11	4%
On campus. Distance, Leave	3	1%
On campus or virtual	3	1%
On campus. Distance, Virtual, Leave	2	1%
Distance	84	28%
Distance or Leave	11	4%
Distance, Virtual	24	8%
Distance, Virtual, Leave	11	4%
Virtual	3	1%
Return	162	54%
Not Return	136	46%

Teacher response - Special Education

Special Education	Number	Percent
Total	33	
Leave		
On Campus	13	39%
On campus or distance	6	
On campus. Distance, Virtual		
On campus. Distance, Leave		
On campus or virtual	1	
On campus. Distance, Virtual, Leave		
Distance	10	
Distance or Leave		
Distance, Virtual	2	
Distance, Virtual, Leave		
Virtual	1	
Return	20	60%
Not Return	13	40%

Teacher on Special Assignment (TOSA) Responses

TOSAs	Number	Percent
Total	24	
Leave		
On Campus	4	17%
On campus or distance	1	
On campus. Distance, Virtual	1	
On campus. Distance, Leave		
On campus or virtual	2	
On campus. Distance, Virtual, Leave	1	
Distance	8	
Distance or Leave	1	
Distance, Virtual	2	
Distance, Virtual, Leave	1	
Virtual	1	
Return	9	38%
Not Return	15	62%



Mountain View
Whisman
School District

Thoughts and Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: Contracts

Agenda Item Title: Contract(s)

Estimated Time:

Person Responsible: Rebecca Westover, Ed.D., Chief Business Officer

Background:

On November 19, 2015, the District's Governing Board approved Resolution No. 1580.11/15 delegating authority to award contracts to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s) pursuant to Education Code sections 17604 and 17605.

All contracts approved by those authorized to do so pursuant to that delegation authority are to be submitted to the District's Governing Board for ratification. Contracts that do not, however, involve an expenditure in excess of the bid limits specified in Public Contract Code section 20111 need only be reviewed by the District's Governing Board every 60 days. The applicable bid limits are \$15,000 for construction contracts and \$95,200 in 2020 (adjusted annually) for the purchase of equipment, materials, supplies, non-construction services, or repairs including maintenance.

Presented for ratification are the following contract(s)

Presented for review are the following contract(s):

1. Saint Mary's College of California - Saint Mary's College Clinical Affiliation - Student teachers, counseling, and psychology trainees will engage in practical experiences under the supervision of an assigned MVWSD certificated employee from 2020- 2022. No fiscal Impact.
2. Caffe Carello Inc. - Caffe Carrello will provide coffee service for Graham Middle School Staff. \$ 325.00
3. California Department of Education - CA State Preschool Program - This is an amended contract for State Preschool. There has been no change to our funding, minimum days of enrollment or minimum days of operation. The amendment includes language regarding our district's participation in the Santa Clara County Local Individualized Subsidized Child Care Pilot and the requirement to follow policy and procedure outlined in the terms of the pilot plan. The pilot plan includes higher income eligibility for families and a higher rate of reimbursement for preschool and child care services to participating districts than is typically allowed in regular State Preschool contracts. No Cost
4. Yup Technologies - Yup will provide online tutoring services to MVWSD schools from October 2020 - January 17, 2021. \$6,400
5. Palo Alto Preparatory School - Non Public School placement for SPED student. \$55,696
6. Santa Clara County Office of Education - SCCOE will provide credentialed Librarian of Record services for 20/21 school year. \$2,541.00
7. Forecast5 - Licensing and program software tools for use in District multi-year budgetary planning for 2020 - 2021 school year. \$13,685.00
8. Pitney Bowes - Equipment Lease Agreement for USPS postage machine for district-wide use. \$10,617.60

Fiscal Implication:

See Background for details.

Recommended Action:

It is recommended that the Board of Trustees ratify or review the contracts as presented.

ATTACHMENTS:

Description	Type	Upload Date
Saint Mary's College of CA - Student Placement Agreement 2020-22	Backup Material	10/5/2020
Caffe Carrello Inc. - PSA	Backup Material	10/5/2020
CA State Preschool Program-0576	Backup Material	10/5/2020
Yup Technologies Service Pilot Program 2021	Backup Material	10/6/2020
Palo Alto Prep. - NPS Master Contract 2020-2021	Backup Material	10/7/2020
SSCOE PS 1008 MOU Librarian of Record 2020-2021	Backup Material	10/9/2020
Forecast5 Analytics - Agreement 2020-2021	Backup Material	10/14/2020
Pitney Bowes Lease Agreement 2020-2025	Backup Material	10/15/2020



SAINT MARY'S COLLEGE OF CALIFORNIA STUDENT PLACEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and **Mountain View Whisman School District** ("Institution") on this 15th day of August 2020 ("Effective Date").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor or psychology training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, school counseling or school psychology experience as an important element of Students' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a school counselor or school psychology education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching, school counseling or school psychology environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of **August 2020** and ending before the fifteenth day of **August 2022**.

3. Definitions

- 3.1 "*Student Teaching*" means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. "*Student teaching*" further means, as appropriate, "*School Counseling or School Psychology Field Experience*" which is the active participation in the duties and function of school counseling under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in Institution classrooms and programs in which school counseling or school psychology field experience is provided.
- 3.2 "*Location*" means any applicable Institution site or campus when Institution is a public school district with multiple locations or campuses on which Student Teaching, School Counseling or School Psychology will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then "Location" shall be read to mean "Institution."

- 3.3 “*Master Teacher*” means the Institution teacher, school counselor or school psychologist, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to Students assigned to the Location. Also referred to as “*Field Supervisor*” in the context of school counseling or school psychology.

4. Parameters

- 4.1 Institution and Saint Mary’s shall, from time to time, adjust the number of Students per semester that will be placed with Institution.
- 4.2 Saint Mary’s shall pay to Institution a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received by Saint Mary’s (Attn: KSOE, unless otherwise directed) by June 1st (of the fiscal year in which the placement occurred) to be eligible for payment.

5. Obligation of Institution

- 5.1 Institution shall provide Students with hands-on experience through Student Teaching, School Counseling or School Psychology in a classroom or other appropriate environment.
- 5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching, School Counseling or School Psychology requirements of the Saint Mary’s credential program as may be necessary for the Student to earn his/her semester units.

6. Obligation of Saint Mary’s

- 6.1 Saint Mary’s may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).
- 6.2 The assignment of a Student to practice teach or practice school counseling or school psychology at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary’s effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.
- 6.3 If requested by Institution, Saint Mary’s shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 6.4 If reasonably requested by Institution, Saint Mary’s shall ensure that a background investigation of Students is conducted prior to their assignment to Institution. To the extent Institution requires background check documentation including Live Scan or Certificate of Clearance, it shall be the sole responsibility of the Student to obtain such documentation and provide to Institution.

7. Fee Computation

Saint Mary’s will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary’s shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1st of each fiscal year**, Institution shall submit to Saint Mary’s any final invoices for payment.

8. Termination

- 8.1 This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day’s advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

- 8.2 Institution, for good cause, may refuse to accept for Student Teaching, Student School Counseling or School Psychology, any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

9. Applicable Laws, Codes and Regulations

- 9.1 Saint Mary's, upon written request by Institution and upon receipt of appropriate materials from Institution, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary's any laws, codes, or regulations of which Saint Mary's students must be informed.
- 9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

10. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

11. Indemnity

- 11.1 Saint Mary's agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts of Saint Mary's.
- 11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary's from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

12. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

13. Notices

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary's:

Saint Mary's College of California
KSOE C/O Dora Scott
1928 St. Mary's Rd., PMB 4350
Moraga, CA 94575-4350
Telephone: (925) 631-4722

If to Institution: (please complete below)

Attn: _____

14. Family Educational Rights and Privacy Act

All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

15. General Data Protection Regulation

The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations (“GDPR”) of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

16. Clery Act

Institution agrees that it shall provide to Saint Mary’s statistics on crimes taking place in the vicinity of Institution as required by the Clery Act. Such statistics will be made readily available to Saint Mary’s upon request.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

18. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

19. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

20. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY’S COLLEGE OF CALIFORNIA

MOUNTAIN VIEW WHISMAN SCHOOL
DISTRICT

Signature: _____

Signature: _____

Susan H. Collins

Name: _____

Vice President for Finance and Administration

Title: _____

Date: _____

Date: _____

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
 (Non-construction Related)

Today's Date: September 24 2020

THIS AGREEMENT is made and entered into on October 28, 2020 ("Agreement"),
 by and between and **Mountain View Whisman School District** ("District") and Caffe Carullo Inc.
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☐ As indicated in Exhibit "A" or ☒ as follows:

Caffe Carullo Inc will serve coffee based drinks to the staff for three hours.

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

☒ Contractor is providing services for a total flat fee of: \$ 325.; or

☐ Contractor will provide a maximum number of hours of service at a rate of \$ _____

per hour for a total not to exceed \$ _____; or

☐ Other: _____

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Services shall commence on October 28, 2020 and shall be completed by October 28, 2020. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
--	---	--

5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below must be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

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

District Representative's Name & Initials: Lauren Petrea **INITIAL HERE:** LP

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ Providing the District of a copy of TB clearance or statement of TB clearance.

☒ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: JP (Contractor initials). **INITIAL HERE:** LP (District Representative initials)

8. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

9. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: JP (Contractor initials).

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: _____

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients

of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Dept/Site Budget Program Coding

Program Code(s): 610-1100-0-4311-00-1110-1000-000000-014-0100

Project Approvals Required Prior to Contract Start Date

Requesting Administrator/Authorized Signer:

Mountain View Whisman School District

Dated: Sept 29, 2020

Signature: [Signature]

Print Name: Lauren Perrea

Print Title: Principal

Contractor:

Contractor Name: Cafite Camello Inc.

Dated: 9/24, 2020

Signature: [Signature]

Print Name: Eric J. Bunge

Print Title: Owner

APPROVAL

Authorized Signer (if not above)

Dated: _____, 20____

Signature: _____

Print Name: _____

Print Title: _____

Superintendent/Designee

Dated: _____, 20____

Signature: _____

Print Name: _____

Print Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc dba Hiscox Insurance Agency 520 Madison Ave 32nd Floor New York NY 10022		CONTACT NAME: Jay Schmidt PHONE (A/C, NO, EXT): 650-329-8711 FAX (A/C, NO): 650-903-4512 E-MAIL ADDRESS: jschmidt3@farmersagent.com, contact@hiscox.com	
INSURED Caffe Carrello, Inc 515 Central Ave Menlo Park CA 94025		INSURER(S) AFFORDING COVERAGE INSURER A: HISCOX INSURANCE COMPANY INC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10200	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			UDC-4563430-CGL-20	08/12/2020	08/12/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jay Schmidt

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21**Amendment 01****DATE:** July 01, 2020**CONTRACT NUMBER:** CSPP-0576**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 43-06959-00-0**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Add Santa Clara County Pilot Language

CONTRACTOR'S NAME: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2020 designated as number CSPP-0576 shall be amended in the following particulars but no others:

The Contractor agrees to comply with the terms and conditions of the Santa Clara County Local Individualized Subsidized Child Care Plan (hereafter the "SANTA CLARA COUNTY PILOT PLAN") as specifically approved by letter from the California Department of Education, dated July 24, 2019. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS* except where the SANTA CLARA COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$1,131,012.00. (No Change).

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$53.74. (No Change).

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 21,046.0. (No change).

The Minimum Days of Operation (MDO) 175. (No change).

Items shown with an asterisk(*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,131,012	(OPTIONAL USE) 0656 23038-6959				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,131,012	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

July 24, 2019

Michael Garcia, Local Planning Council Coordinator
Santa Clara County Office of Education
Local Early Education Planning Council
1290 Ridder Park Drive
San Jose, CA 95131

Dear Mr. Garcia:

Subject: Santa Clara County Local Individualized Subsidized Child Care Plan

Thank you for submitting your Santa Clara County Local Individualized Subsidized Child Care Plan (Pilot) Template modification on June 24, 2019. This letter is to inform you that the California Department of Education (CDE), Early Learning and Care Division (ELCD), is approving the request to incorporate new contractors as participants in the Santa Clara County Pilot program, effective July 24, 2019.

The following contractors are approved:

- Alum Rock Elementary School District (CSPP/State Preschool)
- Luther Burbank School District (CCTR/Center Based Child Care and CSPP/State Preschool)
- San Jose Conservation Corps Charter School (CSPP/State Preschool)
- San Jose Grail Family Services (CSPP/State Preschool)

Note: The CDE approves these four agencies to participate in the Santa Clara County Pilot program policies. The Pilot requested these agencies be able to join for program policies and elected to not request these agencies to participate in the pilot rate reimbursement (PRR) plan.

To clarify the status of Santa Clara's County Pilot program, listed below are all contractors and contract types authorized to participate in the program, and the policy items they were approved for.

Based on the initial pilot submission, as of January 12, 2018, Santa Clara was approved for the following contractors/contract types:

- Associated Students San Jose State University (CCTR, CSPP)
- California Young World Inc. (CCTR, CSPP)
- Campbell Union School District (CCTR, CSPP)
- Child Development Centers (CSPP)
- Community Child Care Council of Santa Clara City (4C's) (CCTR)
- Continuing Development, Inc. (CCTR, CSPP)
- East Side Union High School District (CCTR, CSPP)
- Foothill-De Anza Community College (CCTR, CSPP)
- Gilroy Unified School District (CSPP)
- Go Kids, Inc. (CCTR, CSPP)
- Kidango (CCTR, CSPP)
- Martinson Child Development Center, Inc. (CCTR, CSPP)
- Milpitas Unified School District (CCTR, CSPP)
- Moreland Elementary School (CSPP)
- Mountain View-Whisman School District (CSPP)
- Palo Alto City Unified School District (CCTR, CSPP)
- San Jose Unified School District (CSPP)
- San Jose/Evergreen Community College (CCTR, CSPP)
- Santa Clara County Office of Education (CCTR, CSPP)
- Santa Clara Unified School District (CCTR, CSPP)
- SJB Child Development Centers (CCTR, CSPP)
- Sunnyvale Elementary School District (CSPP)

- YWCA Silicon Valley (CSPP)

Based on the first modification submission, as of July 1, 2018, Santa Clara is approved for the following contractors/contract types:

- Community Child Care Council of Santa Clara City (4Cs) (C2AP, C3AP, CAPP)
- Continuing Development Inc. (C2AP, C3AP, CAPP)
- Go Kids, Inc. (C2AP, C3AP, CAPP)

Based on the second modification submission from February 15, 2019, Santa Clara is approved for the following contractors/contract types:

- Child Development Inc. (C2AP, C3AP, CAPP)
- Community Child Care Council of Santa Clara (4Cs) (CFCC)
- Go Kids, Inc. (CMIG)
- Mandala Children's House Inc. (CFCC)

Note: This agency is authorized to participate in the Santa Clara County Pilot program policies, however the CDE does not authorize Mandala Children's House Inc. to participate in the PRR plan.

Additionally, this letter approves all participating contractor/contract types for the following policies:

- Item: A family shall be considered to meet all eligibility and need requirements for subsidized child development services, for not less than 24 months, except for families seeking employment if applicable [EC 8263 (h)(1)].
- Item: For seeking permanent housing, services shall occur on no more than five (5) days per week and for less than 32.5 hours per week (5CCR 18091).
- Item: For seeking employment services shall occur on no more than five (5) days per week and for less than 32.5 hours per week (5CCR 15056.5).
- Item: The maximum standard reimbursement rate proposal for full-day CSPP is approved retroactive, July 1, 2017.
- Item: The maximum standard reimbursement rate proposal for part-day CSPP is approved retroactive, as of July 1, 2017.

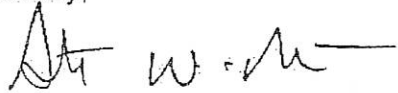
Michael Garcia
July 24, 2019
Page 4

- Item: The maximum standard reimbursement rate for all other non-AP programs is approved retroactive, as of July 1, 2017.

The CDE appreciates your strong commitment to Santa Clara County's children and families and your willingness to work with the CDE Pilot Team to ensure we have information that ultimately will benefit all of California's children and families.

If you have any questions about the information we have requested, please contact us by email at ELCDPilots@cde.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Propheter", followed by a horizontal line.

Stephen Propheter, Associate Director
Early Learning and Care Division

SP:eb

Yup Service Contract for Pilot

This Yup Service Contract (the “**Agreement**”) is effective on November 1st, 2020 (the “**Effective Date**”), between Yup Technologies, Inc., located at 1277 Mission Street, San Francisco, CA 94103 (“**Yup**”) Mountain View Whisman School District (“**School**”) located at 1400 Montecito Ave, Mountain View, CA 94043.

WHEREAS, Yup provides a tutoring service that allows students to share a photo of their math problem and connect to one of Yup’s tutors for tutoring services via Yup’s proprietary tutoring platform (the “**Service**”).

WHEREAS, School desires to engage Yup to provide the Service to School’s students. NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Service:** Subject to the terms and conditions of this Agreement, Yup will use commercially reasonable efforts during the Term to provide the Service to School and its students.
2. **Quality Control:** Yup sessions are selectively and regularly reviewed according to Yup’s proprietary pedagogy to assess student learning. Through this process, Yup provides an assessment of tutoring quality which Yup uses to maintain quality across the Service.
3. **Student Access:** As part of the Service, Yup will provide a sign-on method for the School to use for providing access to students via student licences. Once provided a student licence, a student may access the Service by downloading and installing Yup’s proprietary mobile application on personal or School devices (smartphones, iPads, tablets, and select Chromebooks). The School shall inform Yup via Yup online dashboard to revoke a student’s access in case such action needs to be taken.
4. **Terms and Termination:** This Agreement will commence on the Effective Date and continue through January 17, 2021 (the “**Initial Term**”). Upon termination of this Agreement, if not already done, School will promptly pay all fees accrued and owing to Yup.
5. **Fees and Payment Terms:** The below fee schedule is Yup’s pricing for School’s Pilot. Yup will provide School with a maximum of 400 tutoring hours split amongst two schools at a cost of \$16 per hour (prorated to the minute) starting within 14 days of the Effective Date and ending no later than January 17, 2021. This represents a 50% contribution to the contract price of \$32 per hour with the remaining 50% covered by Yup for the duration of the Pilot. This offer is valid for 21 days. During the pilot, Yup and School will conduct talks for a longer-term contract.

- a. **Invoicing:** At the start of the Initial Term, Yup will invoice School the total cost of service.
- b. **Payment date:** School will pay all invoices within 30 days of the date of receipt to Yup Technologies, Inc.

6. **Usage reports:** As part of the Service, Yup will make reports available to School via an online dashboard which includes usage statistics and metrics on overall performance of students. The foregoing reports may be accessed by school's administrators and academic team members.

7. **Ownership.** As between the parties, Yup owns and retains all right, title and interest in and to: (a) the Service (including without limitation Yup's mobile application and technology and any and all improvements, enhancements or modifications thereto), (b) all information, data and materials processed by or provided by the Service, and (c) all intellectual property rights related to any of the foregoing. By submitting any Feedback to Yup, School hereby assigns to Yup all right, title and interest and all intellectual property rights in and to the Feedback, if any. For purposes of this Agreement, "**Feedback**" means any comments, feedback, potential errors or improvements, reports or ideas about the Service that School may provide to Yup concerning the functionality and performance of the Service.

8. **Confidentiality.** "**Confidential Information**" means information disclosed by one party to the other that is marked as confidential or proprietary or that ought reasonably to be understood as confidential or proprietary. Confidential Information excludes information that: (a) the recipient already lawfully knew, (b) becomes public through no fault of the recipient, (c) was independently developed by the recipient, or (d) was rightfully obtained by recipient from a third party. The recipient agrees not to disclose Confidential Information except to its affiliates, employees and agents who need to know it and have agreed in writing to keep it confidential. Only those parties may use the Confidential Information, and only to exercise the recipient's rights and fulfill its obligations under this Agreement, while using at least a reasonable degree of care to protect it. The recipient may also disclose Confidential Information to the extent required by law after reasonable notice to the discloser and cooperation to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and the disclosing party may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

9. **Warranty Disclaimer.** THE SERVICE AND THE MATERIALS PROVIDED THEREBY ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. YUP, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, LICENSORS, OR AGENTS (COLLECTIVELY, THE "**YUP GROUP**") DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, THE WARRANTIES THAT THE SERVICE AND MATERIALS PROVIDED THEREBY ARE FREE OF DEFECTS, VIRUS FREE,

AND ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THEY WILL MEET SCHOOL'S REQUIREMENTS, OR THAT ERRORS WILL BE CORRECTED, UNLESS SUCH IMPLIED WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. NO ADVICE OR INFORMATION GIVEN BY THE YUP GROUP SHALL CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. SCHOOL ACKNOWLEDGES THAT IT DOES NOT AND CANNOT GUARANTEE THE OUTCOME OF ANY MATTER EITHER AT COMMENCEMENT OR DURING THE COURSE THE ENGAGEMENT.

10. Limitation of Liability. EXCLUDING BREACH OF YUP'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY EXPRESSLY UNDERSTANDS AND AGREES THAT EACH PARTY (INCLUDING ITS AFFILIATES, EMPLOYEES, CONTRACTORS, LICENSORS AND AGENTS) WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO SCHOOL. THE YUP GROUP'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT WILL THE YUP GROUP'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID TO YUP IN THE SIX MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

11. Miscellaneous. This Agreement will be governed by the laws of the State of California without reference to conflict of law principles. Each party agrees to submit to the exclusive jurisdiction of the courts located within the county of San Francisco, California to resolve any legal matter arising from this Agreement. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Yup may assign the entirety of its rights and obligations under this Agreement, without consent of School, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Yup's relationship with School will be that of an independent contractor and not that of an employee. School will, in good faith, consider participating in a case study and testimonial regarding the Service. Yup will have the right to list School as a customer in written, oral and electronic materials which include the names of Yup's customers. This Agreement is the entire Agreement between the parties relating to the subject matter hereof. This Agreement shall control over any additional or different terms of any correspondence, order, confirmation, invoice or similar document, even if accepted in writing by both parties, and waivers and amendments of any provision of this Agreement shall be effective only if signed by both parties and clearly understood by both parties to be an amendment or waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and

effect and the invalid or unenforceable provision shall be reformed to the extent necessary to make it valid and enforceable. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

[Signature Page Follows]

Mountain View Whisman School District

DocuSigned by:
Cathy Baur
By 508E50E3D9104E1...

Name: CATHY BAUR

Title: Chief Academic Officer

Date: October 2, 2020

Yup Technologies, Inc.

DocuSigned by:
Aaron Price
By 2328C3D831274DB

Name: AARON PRICE

Title: CEO

Date: October 2, 2020



MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	<u>MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT</u>
Contract Year	<u>2020-2021</u>
Nonpublic School	<u>PALO ALTO PREP</u>
Nonpublic Agency	<u></u>

Type of Contract:

X

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.

**SANTA CLARA COUNTY SELPAs/ DISTRICT MASTER CONTRACT
GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2020-2021**

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**SANTA CLARA COUNTY SELPAS
MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2020-2021**

THIS MASTER CONTRACT (contract) is made and entered into this 1st day of October, 2020, between the Martinez New Whisman SD, County of Santa Clara, hereinafter referred to as the "LEA" and Palo Alto Repastory, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each pupil's Individual Services Agreement (ISA) shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).)

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP/IFSP (Individualized Education Program) / (Individual Family Services Plan)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

- **LICENSE** - the term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- **CREDENTIAL** - the term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- **LRE (Least Restrictive Environment)**
- **NOTIFICATION** - within fourteen (14) calendar days, unless otherwise specified.
- **NPA (Nonpublic Agency, as defined in EC 56035)**
- **NPS (Nonpublic School, as defined in EC 56034)**
- **OAH (Office of Administrative Hearings)**
- **PARENT** - “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- **Qualified** - The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- **SELPA (Special Education Local Plan Area)**
- **SELPA AU (Special Education Local Plan Area Administrative Unit)**

- SubCONTRACTOR - any individual contracted to provide direct service to student.
- SPI (Superintendent of Public Instruction)

6. **NO DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

7. **GOVERNING LAW**

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. **NOTICES**

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to (*insert district person's name and address*) _____.

Notices to CONTRACTOR shall be addressed to CONTRACTOR's address (*insert CONTRACTOR's name and address*) Lisa Orman-Hick 2462 W. Yorba St - MV 94043 Palo Alto, CA. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

9. **MASTER CONTRACT DISPUTES**

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in, Santa Clara County at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend. The date, time or location of the meeting may be changed by written agreement of the parties, including but not limited to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

- A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.
- B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.
- C. CONTRACTOR agrees that any subCONTRACTORS providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as mutually agreed by CONTRACTOR and LEA. CONTRACTOR agrees that subCONTRACTORS providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORS shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall

disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator who's IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

13. TERMINATION

- A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.
- B. In consideration of this payment, CONTRACTOR waives all right to any further payment of damage, and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.
- C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.
- D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program through the IEP process. (EC 56366 (a) (4))
- E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$ 2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$ 1,000,000 personal & adv. injury
- \$ 3,000,000 general aggregate
- \$ 2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the **Commercial General Liability** policy by endorsement or separate policy, with the following limits:

\$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in pupil's residence. CONTRACTOR shall notify LEA in writing of pupil and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, shelter, etc.)

17. LCI CONTRACTOR

If CONTRACTOR is also a licensed childcare institution (LCI), Contractor shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the Contractor operates a program outside of the state, Contractor must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located. CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in Education Code Section 56366.9. A LCI shall not require that a pupil be placed in its NPS, or receive NPA services from the LCI provider as a condition of being placed in its residential facility. In providing appropriate programs to individuals with exceptional needs residing in LCIs or foster family homes, the LEA shall first consider services in programs operated by public agencies. If those programs are not appropriate, special education and related services shall be provided by contract with an NPS.

The LEA which placed a student living in an LCI or foster family home in an NPS shall conduct an annual evaluation, as part of IEP process, to determine whether the placement is in the least restrictive environment (LRE). The CONTRACTOR shall report to the LEA that made the placement, on a quarterly or trimester basis, as appropriate, the educational progress demonstrated by the pupil toward the attainment of goals and objectives specified in the IEP.

The LEA is not responsible for the costs associated with NPS placements and related services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPS placement and related services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the LEA pupil's parent or another adult with educational decision-making rights.

Any educational funds received from an LEA for the educational costs of pupils placed in an NPS shall be used solely for those purposes and not for the costs of the residential programs.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to pupils under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular pupil's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a pupil not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities for a pupil as required by his or her IEP/IFSP. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP/IFSP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP/IFSP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in a NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR the LEA shall provide CONTRACTOR with a copy of that pupil's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide pupil a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA's for NPS/NPA. The general program of instruction provided to pupils under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for pupils and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

Designated instruction and related services will only be provided during the period of the pupil's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the pupil's IEP/IFSP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all pupils at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/IFSP/ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

LEA and CONTRACTOR shall work collaboratively to fulfill monitoring requirements specified in Education Code 56366.1(e)(3)(B). CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. If CONTRACTOR is also a LCI (and/or NPS/RTC), the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

CONTRACTOR shall participate in the LEA/CDE On-site and Self Review and if applicable, CDE-led district reviews. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of pupils by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a pupil is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

If the pupil is enrolled in a NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the pupil's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt pupils in foster care from school district graduation requirements that exceed state graduation requirements if the pupil transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the pupil would not be reasonably able to complete the additional district requirements. AB 167 requires school

districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy such local requirements will affect the pupil's ability to gain admission to a postsecondary educational institution.

When a student exits from special education, as a result of earning a diploma, aging out or returning back to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations how to assist the student in meeting their post-secondary goals.

For purposes of this provision if the needs of the students are such that the IEP/IFSP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

29. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental access to LEA pupils and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA pupil living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORs operating programs with residential components shall cooperate with parents reasonable requests for student visits in their home during, but not limited to, holidays and weekends. If the CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parents to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements.

CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a pupil has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records whom is not in the direct employ of the CONTRACTOR. SubCONTRACTORs shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORs access to pupil records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall insure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP/IFSP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a pupil is scheduled for an IEP/IFSP review by LEA's Individualized Education Program team or when a pupil's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP/IFSP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP/IFSP/ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in

the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time and location and who shall be in attendance. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who has knowledge or special expertise of the pupil. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the IEP team, at the pupil's discretion. Transition services (designed with a results oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a pupil enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA. If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send pupils to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP/IFSP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student is scheduled to attend school. If pupil misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under EC 49530, 49530.5 and 49550.

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORS, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of all laws, including Education Code Sections 49005 through 49005.8, 56521.1 and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and their implementing regulations. If a student's individualized education program (IEP) team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean, for example, that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems

through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to law, including California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (BER). CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Evidence of such training shall be maintained by CONTRACTOR and made available upon written request from the LEA or SELPA. Training includes certification with a crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred; or non-systematic seclusion (such as a time out) or a physical restraint has been used. Personal Safety Techniques may or may not have been used. Emergencies/events as referenced above **require** a BER form be completed and submitted to the LEA within twenty- four (24) hours for administrative action.

CONTRACTOR shall notify Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan (BIP), an IEP team shall within two days schedule a meeting to review the BER, determine if there is a need for a functional behavioral assessment, and determine if an interim plan is needed. If the IEP team determines that no functional behavioral assessment and/or interim plan is necessary, it must document the reasons for such decisions. If the student already has a BIP, the IEP team shall review the incident and determine if the incident constitutes a need to modify the BIP. A copy of the BER shall be provided to the LEA.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following:

- (a) any intervention that is designed to, or likely to, cause physical pain;
- (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student's face;
- (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma;
- (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations;
- (f) locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- (g) any intervention that precludes adequate supervision of individual;
- (h) any intervention which deprives the student of one or more of his or her senses;
- (i) a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or

- place his or her body weight against the pupil's torso or back;
- (j) a behavioral restraint technique that restricts breathing, including but not limited to, using a pillow, blanket, carpet, mat or other item to cover a pupil's face;
- (k) placing a pupil in a facedown position with the pupil's hands held or restrained behind the student's back;
- (l) use of seclusion or a behavioral intervention for the purpose of coercion, discipline, convenience or retaliation.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR agrees to notify the SELPA office within seven (7) days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent. LEA agrees to notify the CONTRACTOR within seven (7) days if an Educational Representative has been appointed for the student by court order. A surrogate parent is necessary only when an Educational Representative has not been found/ appointed by the Court. CONTRACTOR agrees that the LEA will select and appoint said surrogate. CONTRACTOR agrees that the SELPA will train the surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP/IFSP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the pupil require an NPS and whether changes to the IEP are necessary, including whether the pupil may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

- A. The CONTRACTOR providing special education and designated instruction and services must utilize staff that holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

- B. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- C. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the pupils. CONTRACTOR shall notify LEA in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- D. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- E. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER ABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 40 and 56 related services of this contract.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as

specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARRASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

- A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar, or required by the IEP for each LEA student.
- B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.
- C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence in writing; unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA pupils' absences. These records shall indicate school and/or residential absences, as appropriate.

58. STUDENT ABSENCES: AGENCY ONLY

If the pupil is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil absences exceed three (3)

sessions. Make-up sessions may be scheduled but shall be limited 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a pupil's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- Unless otherwise directed by Executive Order, Law or other similar directive, If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each pupil and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP/IFSP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying

accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.

- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.
- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the pupil. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP/IFSP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For

Pre-K through grade twelve (12), unless otherwise specified on the student's IEP/IFSP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students: two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for pupils whose IEP/IFSP's authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a pupil's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Agreement shall be as follows:

A. Nonpublic School only	Rate	Period (specify)
<u>Basic Education Program</u>	<u>\$271.00</u>	<u>daily</u>
B. Designated Instruction and Service and/or Other Related Services		
(1) Adapted Physical Education	\$ _____	per _____
(2) Behavior Intervention Services	_____	per _____
(3) Day Treatment Services	_____	per _____
(4) Language/Speech Therapy/Group	_____	per _____
(5) Language/Speech Therapy/Indiv.	_____	per _____
(6) Mental Health	_____	per _____
a) Counseling/Group	_____	per _____
b) Counseling/Individual	<u>182.00</u>	per _____
c) Counseling and Guidance	_____	per _____
(7) Occupational Therapy	_____	per _____
(8) One-on-One Aide	_____	per _____
(9) Parent Counseling	_____	per _____
(10) Physical Therapy	_____	per _____
(11) Psychological Services	_____	per _____
(12) Residential Treatment Services	_____	per _____
<i>Educationally Related Mental Health</i>	_____	per _____
<i>Board and Care</i>	_____	_____

(13)	Social Work Services	_____	per	_____
(14)	Transportation (if required)	_____	per	_____
(15)	Other: _____	_____	per	_____
	Other: _____	_____	per	_____
	Other: _____	_____	per	_____

66. PAYMENT DEMAND

If a pupil is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit written demand monthly for payment on forms supplied by LEA. Said demand shall be made in the manner prescribed by the California Department of Education (CDE). CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period; or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding

payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

Palo Alto Preparatory School
Name of Nonpublic, Nonsectarian School/Agency


Contracting Officer's Signature

Lisa O'Keefe, Head Dean Students
(Type) Name and Title

9/30/20
Date

LEA

Cathy Baur
Authorized Representative/School District

Signature

Chief Academic Officer
(Type) Name and Title

Date

**AGREEMENT BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
MOUNTAIN VIEW-WHISMAN SD**

Santa Clara County Office of Education (SCCOE) and Mountain View-Whisman SD agree that SCCOE will support Mountain View-Whisman SD by providing credentialed Librarian of Record services for the 2020-2021 school year. The terms and conditions for this collaboration are described below.

I. TERMS OF AGREEMENT

This agreement shall commence on Jul 1, 2020 and end on Jun 30, 2021.

II. RESPONSIBILITIES

SCCOE shall provide the following:

- A. Monthly virtual meeting
- B. Monthly newsletter with COVID-19 appropriate library supports
- C. District-based library trainings and other school library professional learning are available at an extra cost through separate Memorandum of Understanding.

III. COMPENSATION

- A. SCCOE will provide these services at the rate of \$.50 per enrolled student.
- B. Mountain View-Whisman SD's estimated enrollment for 2020-21 is 5,082 students.
- C. $5,082 \times \$0.50 = \$2,541.00$; amount will be payable 30 days after receipt of invoice.

IV. INSURANCE/HOLD HARMLESS

- A. Insurance: SCCOE and Mountain View-Whisman SD shall maintain a certificate of insurance in the business office of each respective office.
- B. Indemnity: SCCOE and Mountain View-Whisman SD shall each hold one another harmless from and against any and all claims arising from the work performed herein.

V. APPROVALS

- A. This agreement shall become effective upon its approval by the undersigned.

Mountain View-Whisman SD

Cathy Baur, Assistant Superintendent

PRINTED NAME/TITLE

SIGNATURE

DATE

SANTA CLARA COUNTY OFFICE OF EDUCATION

Anisha Munshi, Ed.D., Assistant Supt., PLISD

PRINTED NAME/TITLE

SIGNATURE

DATE

**CONTRACT / AGREEMENT ROUTING FORM****NO STUDENT CONTACT**

SCCOE Staff Contact	Name	Email	Extension
Questions about this contract should be sent to:	Peggy Stull	pstull@sccoe.org	6508

DirectionsSteps listed below must be completed *sequentially*.***Services cannot be initiated until the contract is fully approved.**

- ☒ **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**
☐ RFP / Bid ☐ Sole Source ☐ N/A
☐ BestSource (\$3,000 - \$92,600) ☐ Verified by Purchasing (required) _____
- ☒ **Contractor and SCCOE contract originator reach agreement about scope of work and compensation.**
- ☒ **Prepare a contract.**
- ☒ **Gather initials verifying review of draft contract and identified funding source:**
☒ Initiator ^{DS} PS ☐ Director ^{DS} AM For Construction/Design and Leases Only: ☐ General Services Director _____ For Software/Technology Purchases Only: ☐ Information Systems Ctr Director _____
☐ Manager ☒ Chief
- ☒ **SCCOE contract originator completes the contract packet and gathers required attachments.**
☐ Auto Liability ☐ General Liability Insurance Certificate:
☐ W-9 ☐ Additional Insurance Endorsement
☐ Proof of Workers' Compensation Insurance ☐ Molestation / Sex Abuse Endorsement
- ☒ **Contractor to review and sign the contract.**
Initial Date Approved
- ☐ _____ **Risk Management to review, initial, and return to contract originator for final contract signature.**
- ☐ _____ **Obtain appropriate signature on contract per thresholds listed below.**
☐ \$0 - \$2,999: SCCOE Director
☐ \$3,000 - \$99,999: SCCOE Chief
☐ \$100,000 & Over: Superintendent
- ☐ _____ **Return to Risk Management to obtain an RM #. Risk Management returns to originator.**
- ☐ _____ **Contract originator creates the requisition using assigned RM # to generate a PO.**

Contract Information

Contract Type	<input type="checkbox"/> Professional Services Agreement <input checked="" type="checkbox"/> MOU <input type="checkbox"/> Construction / Design <input type="checkbox"/> Technology	<input type="checkbox"/> Amendment <input type="checkbox"/> Lease Agreement: <input type="checkbox"/> New <input type="checkbox"/> Renewal
Contractor's Name	Mountain View-Whisman SD	
Service Type / Brief Description	Librarian on Record Services	

Compensation & Terms

*Anticipated Start Date	7/1/20	End Date	6/30/21
Total Contract Amount	\$2,541.00		

Customer: Mountain View Whisman

Signature: _____

Name: Rebecca Westover Ed.D.

Title: Chief Business Officer

Date: _____

FORECAST 5 ANALYTICS, INC.

Signature: 

Name: Scott K. Smith

Title: CEO

2135 CityGate Lane, 4th Floor
Naperville, Illinois 60563



Mountain View Whisman

Pricing Proposal

September 24, 2020

Forecast5 Service	Service Description	Price
5Sight	5Sight License Agreement (5 Users)	\$9,548.00
5Cast	5Cast License Agreement (4 Users)	\$13,048.00
5Cast Plus	5Cast Plus License Agreement (4 Users)	\$7,161.00
	5Sight/5Cast Bundle Discount	(\$2,387.00)
	Contract Total	\$27,370.00

12-month service term

6-month prorated cost (Service through 6/30/2021): **\$13,685.00** (must sign in September)

Bob Manikas
Senior Account Executive
630.955.7666
bmanikas@forecast5analytics.com



Sourcewell (formerly known as NJPA) State & Local FMV Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT	930991812

Sold-To: Address
1400 Montecito Ave, Mountain View, CA, 94043-4590, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Gabriela Cardiel	(650) 526-3500	0011010548

Bill-To: Address
1400 Montecito Ave, Mountain View, CA, 94043-4590, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Gabriela Cardiel	(650) 526-3500	0011010548	gcardiel@mvwsd.org

Ship-To: Address
1400 Montecito Ave, Mountain View, CA, 94043-4590, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Gabriela Cardiel	(650) 526-3500	0011010548

PO #
.

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	MP8110	C-Series 10lb/5kg Upgrade
1	PAB1	C Series Premium App Bundle

1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH30	HZ03 120 LPM Speed
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWM	10lb / 5kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 176.96	\$ 530.88

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
(X) Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Justin Abelaye	justin.abelaye@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: CONSENT AGENDA

Agenda Item Title: Quarterly Report on Williams Uniform Complaints

Estimated Time:

Person Responsible: Cathy Baur, Chief Academic Officer

Background:

In accordance with Education Code 335186(c), the District must report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board of Trustees of the school district and the county superintendent on a quarterly basis.

Fiscal Implication:

None.

Recommended Action:

That the Board of Trustees accept the Quarterly Report, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Quarterly Williams Report	Backup Material	10/13/2020

Academic School Year 2020-21
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District:

Person completing this form:



Title:

Quarterly Report Submission Date:

Jul 1 – Sep 30, 2020 (due Oct 27, 2020)

(Please check one)

Oct 1 – Dec 31, 2020 (due Jan 27, 2021)

Jan 1 – Mar 31, 2021 (due Apr 27, 2021)

Apr 1 – Jun 30, 2021 (due Jul 27, 2021)

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 Misassignments			
Facilities Conditions			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Equity and Educational Progress Division
Mayra Ayala, mayala@sccoe.org

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Payroll Reports and Accounts Pay Warrant List for Month of September 2020

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

In accordance with Education Code 42631, all payments from the various funds of a school district shall be made by written order of the governing board of the district.

Fiscal Implication:

The previous month's activities will reduce the available funds respective site/department budgets by \$7,714,034.08

Recommended Action:

That the Board of Trustees approve the Payroll Report and Accounts payable Warrant List, as submitted.

ATTACHMENTS:

Description	Type	Upload Date
Payroll Report and Account Warrant List for Sept. 2020	Backup Material	10/15/2020

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF SEPTEMBER 2020

Warrant Number	Date	Name	Amount
29041192	9/1/2020	CITY OF MOUNTAIN VIEW	\$ 54,807.46
29041193	9/1/2020	CRAVEN, VALERIA	\$ 20.40
29041194	9/1/2020	GHOSH, SHUBHRA	\$ 6,487.50
29041195	9/1/2020	GREENESPORT ASSOCIATION	\$ 1,162.50
29041196	9/1/2020	PACIFIC GAS AND ELECTRIC CO	\$ 22,999.25
29041197	9/1/2020	CODESP	\$ 2,300.00
29041198	9/1/2020	ROBINSON OIL CORPORATION	\$ 2,514.24
29041199	9/1/2020	VALLEY OIL COMPANY	\$ 600.41
29041200	9/1/2020	ZEARN INC	\$ 22,500.00
29041201	9/1/2020	The Home Depot Pro	\$ 5,059.67
29041202	9/3/2020	COULTER CONSTRUCTION INC	\$ 14,102.08
29041203	9/3/2020	DEPT OF GENERAL SERVICES	\$ 107.50
29041204	9/3/2020	McGRATH RENTCORP&SUBSIDIARIES	\$ 506,289.38
29041205	9/3/2020	RODAN BUILDERS INC	\$ 265,466.02
29041206	9/3/2020	ACER SERVICE CORPORATION	\$ 3,451.81
29041207	9/3/2020	AT&T MOBILITY	\$ 163.56
29041208	9/3/2020	DICAR NETWORKS	\$ 35,259.68
29041209	9/3/2020	GREAT MINDS PBC	\$ 42,127.26
29041210	9/4/2020	AMERICAN FIDELITY ASSURANCE CO	\$ 76.99
29041211	9/4/2020	AMERIFLEX	\$ 3,317.38
29041212	9/4/2020	AT&T	\$ 2,950.03
29041213	9/4/2020	COLONIAL LIFE	\$ 4,386.85
29041214	9/4/2020	DANIELSEN COMPANY	\$ 18,605.52
29041215	9/4/2020	GARDA CL WEST INC	\$ 171.93
29041216	9/4/2020	HARRIS SCHOOL SOLUTIONS	\$ 317.52
29041217	9/4/2020	ILLUMINATE EDUCATION INC.	\$ 38,171.70
29041218	9/4/2020	MOBILE MODULAR MGMT CORP	\$ 1,180.00
29041219	9/4/2020	OLIVER PACKAGING & EQUIPMENT	\$ 48.39
29041220	9/4/2020	PACIFIC RIM PRODUCE	\$ 1,696.85
29041221	9/4/2020	PRODUCERS DAIRY FOODS INC	\$ 541.42
29041222	9/4/2020	SAMSARA NETWORKS INC	\$ 8,723.05
29041223	9/4/2020	SYSCO- SAN FRANCISCO	\$ 3,827.48
29041224	9/4/2020	DEPT OF GENERAL SERVICES	\$ 5,397.03
29041225	9/4/2020	HIBSER YAMAUCHI ARCHITECTS INC	\$ 2,737.50
29041226	9/4/2020	ORBACH HUFF SUAREZ & HENDERSON	\$ 9,328.40
29041227	9/4/2020	DEPT OF GENERAL SERVICES	\$ 42,348.69
29041228	9/4/2020	DEPT OF GENERAL SERVICES	\$ 913.75
29041229	9/8/2020	XEROX FINANCIAL SERVICES	\$ 480.84
29041230	9/8/2020	ADVANCED MEDICAL PERSONNEL SER	\$ 1,520.00
29041231	9/8/2020	RAPID7 LLC	\$ 5,392.50
29041232	9/8/2020	THERAPY TRAVELERS LLC	\$ 1,520.00
29041233	9/10/2020	ASSOCIATION OF CALIFORNIA	\$ 1,429.36
29041234	9/10/2020	AT&T MOBILITY	\$ 180.90

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF SEPTEMBER 2020

Warrant Number	Date	Name	Amount
29041235	9/10/2020	BAY AREA FLOOR MACHINE	\$ 831.81
29041236	9/10/2020	CALIFORNIA WATER SERVICE	\$ 2,330.95
29041237	9/10/2020	CENTRAL COMPUTERS INC	\$ 358.77
29041238	9/10/2020	CITY OF MOUNTAIN VIEW	\$ 10,188.52
29041239	9/10/2020	CITY OF MOUNTAIN VIEW FAAP	\$ 80.00
29041240	9/10/2020	CUSTOM EARTH PROMOS LLC	\$ 10,000.00
29041241	9/10/2020	ENVIRONMENTAL SYSTEMS INC	\$ 1,607.75
29041242	9/10/2020	UNITED RENTALS	\$ 205.75
29041243	9/10/2020	VALLEY OIL COMPANY	\$ 160.93
29041244	9/11/2020	BAY AREA FLOOR MACHINE	\$ 325.24
29041245	9/11/2020	BLAIR, CINDY	\$ 7.50
29041246	9/11/2020	CITY OF MOUNTAIN VIEW	\$ 2,137.90
29041247	9/11/2020	ENOME INC.	\$ 30,400.00
29041248	9/11/2020	GREAT MINDS PBC	\$ 13,432.85
29041249	9/11/2020	MEDICAL BILLING TECHNOLOGIES	\$ 10,800.00
29041250	9/11/2020	CLEARY CONSULTANTS INC	\$ 1,010.00
29041251	9/11/2020	DREILING TERRONES ARCHITECTURE	\$ 4,322.84
29041252	9/11/2020	SCAPES INC	\$ 15,237.29
29041253	9/11/2020	TERRAMARK GENERAL ENGINEERING	\$ 25,312.75
29041254	9/15/2020	DREILING TERRONES ARCHITECTURE	\$ 250.00
29041255	9/15/2020	HATCH, REBECCA	\$ 35.00
29041256	9/15/2020	TCI	\$ 40,734.48
29041257	9/15/2020	WHEELEHAN SCHOOL BUSINESS	\$ 3,375.00
29041258	9/15/2020	SCHOOLBINDER INC(TEACHBOOST)	\$ 18,000.00
29041259	9/17/2020	XEROX CORPORATION	\$ 7,480.35
29041260	9/17/2020	FULCRUM MANAGEMENT SOLUTIONS	\$ 12,000.00
29041261	9/17/2020	SYSCO- SAN FRANCISCO	\$ 942.53
29041262	9/17/2020	ANALYTIC	\$ 13,218.00
29041263	9/17/2020	DAVID TAUSSIG & ASSOCIATESINC	\$ 2,100.00
29041264	9/17/2020	SAN JOAQUIN COUNTY OFFICE OF	\$ 741.00
29041265	9/18/2020	AA FIRE SYSTEMS INC.	\$ 16,834.65
29041266	9/18/2020	AMERICAN FIDELITY ADMIN.	\$ 475.75
29041267	9/18/2020	BAY AREA FLOOR MACHINE	\$ 244.50
29041268	9/18/2020	CALIFORNIA WATER SERVICE	\$ 68.84
29041269	9/18/2020	CITI CARDS	\$ 423.10
29041270	9/18/2020	COMCAST	\$ 2,838.80
29041271	9/18/2020	FREUND, MATTHEW E.	\$ 380.00
29041272	9/18/2020	KAISER FOUNDATION HEALTH PLAN	\$ 377,184.45
29041273	9/18/2020	SMART AND FINAL	\$ 214.23
29041274	9/18/2020	UHS PREMIUM BILLING	\$ 281,522.45
29041275	9/18/2020	WEST COAST ARBORISTS INC	\$ 6,875.00
29041276	9/18/2020	ZOOM VIDEO COMMUNICATIONS INC	\$ 18,000.00
29041277	9/22/2020	ANDERSON, SARAH	\$ 12,965.00

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF SEPTEMBER 2020

Warrant Number	Date	Name	Amount
29041278	9/22/2020	BAY AREA FLOOR MACHINE	\$ 413.86
29041279	9/22/2020	CDW Govenment	\$ 86,434.15
29041280	9/22/2020	SPRINT	\$ 71.00
29041281	9/22/2020	APPLE INC	\$ 659.82
29041282	9/22/2020	AT&T MOBILITY	\$ 778.34
29041283	9/22/2020	BAY AREA FLOOR MACHINE	\$ 374.85
29041284	9/23/2020	APPLE INC	\$ 72,654.12
29041285	9/23/2020	PACIFIC ELECTRIC CONTRACTING	\$ 28,533.21
29041286	9/23/2020	RODAN BUILDERS INC	\$ 166,906.32
29041287	9/23/2020	SAGE RENEWABLE	\$ 3,080.00
29041288	9/24/2020	APPLE INC	\$ 9,733.80
29041289	9/24/2020	INFINITY SYSTEMS INC	\$ 22,500.00
29041290	9/24/2020	PETER GORMAN LEADERSHIP	\$ 10,000.00
29041291	9/24/2020	RHYTHM & MOVES INC	\$ 62,640.00
29041292	9/24/2020	TCI	\$ 208,082.86
29041293	9/24/2020	U.S. BANK CORPORATE PAYMENT	\$ 1,288.53
29041294	9/28/2020	3 CHORDS INC	\$ 3,895.00
29041295	9/28/2020	ADVANCED MEDICAL PERSONNEL SER	\$ 3,800.00
29041296	9/28/2020	AMBROSCH, BRIAN SCOTT	\$ 380.00
29041297	9/28/2020	AYALA, MARIA	\$ 34.95
29041298	9/28/2020	DANNIS WOLIVER KELLEY	\$ 9,287.00
29041299	9/28/2020	FedEx	\$ 173.99
29041300	9/28/2020	MRC	\$ 194.02
29041301	9/28/2020	OLACIREGUI, CLAUDIA	\$ 139.00
29041302	9/28/2020	ORBACH HUFF SUAREZ & HENDERSON	\$ 302.00
29041303	9/28/2020	PITNEY BOWES GLOBAL	\$ 418.71
29041304	9/28/2020	THERAPY TRAVELERS LLC	\$ 1,520.00
29041305	9/29/2020	NCS PEARSON INC	\$ 368.24
29041306	9/29/2020	NEARPOD INC.	\$ 17,130.40
29041307	9/29/2020	ALESSIO, LAUREN	\$ 57.00
29041308	9/29/2020	ALVARENGA, GENESIS	\$ 82.00
29041309	9/29/2020	ANSARI, IRAMNAZ	\$ 57.00
29041310	9/29/2020	AXBERG, KIRSTEN	\$ 57.00
29041311	9/29/2020	BEAUDIN, ZACHARY	\$ 58.60
29041312	9/29/2020	CENTRAL COMPUTERS INC	\$ 70.58
29041313	9/29/2020	GEER, BRITTNEY	\$ 77.00
29041314	9/29/2020	GREAT MINDS PBC	\$ 117,285.06
29041315	9/29/2020	ISLAS, GISEL ALAPIZCO	\$ 57.00
29041316	9/29/2020	KATO, NATALIE	\$ 79.31
29041317	9/29/2020	LAU, CHRIS	\$ 57.00
29041318	9/29/2020	LE, BICH TIEN	\$ 67.00
29041319	9/29/2020	LUEHMANN, ERIN	\$ 60.16
29041320	9/29/2020	PAMARO, MADELINE	\$ 57.00

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF SEPTEMBER 2020

Warrant Number	Date	Name	Amount
29041321	9/29/2020	PHILLIPS, RENNEA	\$ 57.00
29041322	9/29/2020	PIERSON, MADELEINE	\$ 57.00
29041323	9/29/2020	RANKHORN, CLARE	\$ 67.00
29041324	9/29/2020	RIVAS-CLEMOT, SONIA	\$ 72.00
29041325	9/29/2020	SALIM, SANTIDA	\$ 65.00
29041326	9/29/2020	STEWART, JENNIFER	\$ 57.00
29041327	9/29/2020	U.S. BANK CORPORATE PAYMENT	\$ 23,956.47
29041328	9/29/2020	WITHERBEE, NATHANIEL	\$ 62.00
29041329	9/30/2020	SYNCHRONY BANK/AMAZON	\$ 12,767.81
29041330	9/30/2020	SYNCHRONY BANK/AMAZON	\$ 808.34
29041331	9/30/2020	GREYSTONE WEST COMPANY	\$ 19,209.26
29041332	9/30/2020	KAWAP INC	\$ 4,446.48
98018335	9/1/2020	LEARNING A-Z	\$ 27,746.15
98018525	9/3/2020	AUS WEST LOCKBOX	\$ 872.58
98018526	9/3/2020	GIULIANO-PAGANO CORPORATION	\$ 268.00
98018555	9/4/2020	BONAMI BAKING COMPANY INC	\$ 268.80
98018640	9/8/2020	DIDAX INC	\$ 3,918.55
98018641	9/8/2020	LITERABLY INC	\$ 11,860.00
98018642	9/8/2020	TOBII DYNAVOX LLC	\$ 5,100.00
98018775	9/10/2020	BAY ALARM COMPANY	\$ 1,290.00
98018850	9/11/2020	COLE SUPPLY COMPANY INC	\$ 63,805.49
98018851	9/11/2020	LEARNING ALLY	\$ 990.00
98018982	9/15/2020	OFFICE DEPOT	\$ 2,583.00
98018983	9/15/2020	INTRADO INTERACTIVE SERVICES	\$ 11,352.60
98019103	9/17/2020	FOSTER BROTHERS SECURITY	\$ 1,479.37
98019104	9/17/2020	BAY ALARM COMPANY	\$ 2,087.80
98019105	9/17/2020	LEARNING A-Z	\$ 2,217.00
98019106	9/17/2020	Occupational Health Centers of	\$ 510.00
98019153	9/18/2020	TAG AMS INC	\$ 29.50
98019310	9/22/2020	CAROLINA BIOLOGICAL SUPPLY	\$ 235.40
98019311	9/22/2020	HOUGHTON MIFFLIN HARCOURT	\$ 7,702.40
98019312	9/22/2020	RED CLOUD INC	\$ 3,240.00
98019313	9/22/2020	COLE SUPPLY COMPANY INC	\$ 40,122.20
98019314	9/22/2020	INTRADO INTERACTIVE SERVICES	\$ 17,858.00
98019364	9/23/2020	BTN AUTOMOTIVE	\$ 2,958.06
98019365	9/23/2020	TESTING ENGINEERS INC	\$ 704.00
98019657	9/30/2020	TESTING ENGINEERS INC	\$ 1,345.00
<29040191> Canceled	9/10/2020	PARK, ELIZABETH	\$ (141.33)
<29040872> Canceled	9/14/2020	KEVADIYA, DIYABEN	\$ (75.50)
<98017338> Canceled	9/9/2020	NEARPOD INC.	\$ (17,130.40)
Grand Total			\$ 3,171,074.69

District? 29

Effective Year? Not specified

Effective QTR? Not specified

Compute Totals Rule? N/A

Record Type? All record types

Cancel Option? All canceled/uncanceled

Summary Option? District totals only

One employee per Page? No

Include terminated employees? Yes

SSN masking? None

Pay line detail? No pay-line detail/summary

Deduction detail? No deduction detail/summary

Account detail? No account detail/summary

Print position summary? No

Selected Pay Codes?

Selected Pay Locations?

Selected DI/SSN?

Selected Name From?

To?

EMPLOYEE ID	EMPLOYEE NAME	GROSS	NTX-GR	O-TIME	OASDI-GR	OASDI	SDI-GR	FIT	STRS	PERS	DED	T
DATE	PER	WARRANT/ST	FED TXB	FED IMP	CAR	MEDI-GR	MEDI	SIT	STRS-TS	PERS-TS	TSA	O
PAID	END		ST TXB	ST IMP	EIC	OASDI-ER	MEDI-ER	SB	CLC	STRS-ER	PERS-ER	GLI-8999
												NET T

District Totals 29 MOUNTAIN VIEW WHISMAN SD												
GROSS		OVER-TIME	OASDI-GROSS	MEDI-GROSS	SDI-GROSS	FIT	STRS	PERS				
4542959.39		6414.89	1297499.86	4423022.75	1010358.95	451172.74	317614.59	88837.63				
TAX-GROSS-FD		IMP-GROSS-FD	OASDI	MEDI	SDI	SIT	STRS-TS	PERS-TS				
3873487.25		0.00	80444.95	64343.20	10103.57	180439.07	317614.59	88837.63				
NTX-GROSS		TSA	DED	CAR	SURV-BEN	EIC	GLI (8999)	NET				
120200.59		142819.33	468084.57	0.00	0.00	0.00	263.95	2739099.74				
TAX-GROSS-ST		IMP-GROSS-ST	OASDI-EMPR	MEDI-EMPR	STRS-EMPR	PERS-EMPR						
3873487.25		0.00	0.00	0.00	0.00	0.00						
TAX-PAID-CLC		MEDI+ GROSS	MEDI+									
0.00		0.00	0.00									

Santa Clara County Office of Education

District Business & Advisory Services

Authorization and Order for transfer of School District Funds to Payroll Revolving Funds

FOR THE GOVERNING BOARD OF _____

Payroll Name: Tenth of Month End of Month Manual

Payroll Issue Date: _____

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is \$ _____ to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

Payroll warrants will not be released without this signed authorization in District Business & Advisory Services (DBAS).

Authorized Signer's Signature: Nadia Pongo

Name: _____

Title: _____

Date: _____

PAYNAME: EOM

PAY DATE: 09/30/2020 END DATE: 09/30/2020

Lock Enabled on Payname. By: A708 Date: 09/23 Time: 16:09

PAYROLL DATA YEAR: 2021

PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 09/30/2020

CHECK SORT: REGULAR

CANCEL APD: NO

IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
EOMREG	MO	REG	PAY	09/30/2020	03	NO	12	12	NO	01 02 11 12 05
EOMSUP	MO	SUP	PAY	09/30/2020	03	NO	12	12	NO	01 02 11 12 99 98
E10B06	MO	REG	PAY	09/30/2020	03	NO	10	10	NO	01 02 11 12
E10B07	MO	REG	PAY	09/30/2020	03	NO	10	10	NO	01 02 11 12
E11B06	MO	REG	PAY	09/30/2020	03	NO	11	11	NO	01 02 11 12
E11B07	MO	REG	PAY	09/30/2020	03	NO	11	11	NO	01 02 11 12
E11B08	MO	REG	PAY	09/30/2020	03	NO	11	11	NO	01 02 11 12
E10R06	MO	REG	PAY	09/30/2020	03	NO	10	10	NO	01 02 11 12
E10R07	MO	REG	PAY	09/30/2020	03	NO	10	10	NO	01 02 11 12
E11R06	MO	REG	PAY	09/30/2020	03	NO	11	11	NO	01 02 11
E11R07	MO	REG	PAY	09/30/2020	03	NO	11	11	NO	01 02 11 12
E11R08	MO	REG	PAY	09/30/2020	03	NO	11	11	NO	01 02 11 12
E10NB7	MO	REG	PAY	09/30/2020	03	NO	10	10	NO	01 02 11 12
E11NB7	MO	REG	PAY	09/30/2020	03	NO	11	11	NO	01 02 11 12 05
E09R06	MO	REG	PAY	09/30/2020	03	NO	09	09	NO	01 02 11 12
E09B06	MO	REG	PAY	09/30/2020	03	NO	09	09	NO	01 02 11 12
E10NB6	MO	REG	PAY	09/30/2020	03	NO	10	10	NO	01 02 11 12
EOYREG	MO	REG	PAY	09/30/2020	03	NO	12	12	NO	01 02 11 12
EOYSUP	MO	SUP	PAY	09/30/2020	03	NO	12	12	NO	01 02 11 12 99 98

PAYNAME: EOM

DISTRICT TOTALS

PAY DATE: 09/30/2020 END DATE: 09/30/2020

Lock Enabled on Payname. By: A708 Date: 09/23 Time: 16:09

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	141	GETTING PAID FIRST TIME	53	
APD TO CU	0	TERMINATED GETTING PAID	4	RET SYSTEM 1/3 OPTION: P %0.000
APD TO CHECKING	542	STARTING APD CHECKING NEXT MONTH	56	RET SYSTEM 2/4 OPTION: X %7.000
APD TO SAVINGS	9	STARTING APD SAVINGS NEXT MONTH	2	FICA OPTION:
-----		GETTING PAID BALANCE OF CONTRACT	0	
TOTAL GETTING PAID	692			

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	4,310,036.88	NML	0.00	NML	52.00	NML	52.00	NML	4,310,088.88
ADJ	-37,269.47	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-37,269.47
-----		-----		-----		-----		-----	
ADJ NML	4,272,767.41*	ADJ NML	0.00*	ADJ NML	52.00*	ADJ NML	52.00*	ADJ NML	4,272,819.41*
HR	0.00	HR	70.00	HR	100,435.89	HR	100,505.89	HR	100,505.89
ARR	748.68	ARR	0.00	ARR	3,920.00	ARR	3,920.00	ARR	4,668.68
DEGN	47,024.46	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	47,024.46
LOGN	10,831.76	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	10,831.76
NIT	2,715.64	NIT	0.00	NIT	0.00	NIT	0.00	NIT	2,715.64
SPC	52,000.00	SPC	0.00	SPC	0.00	SPC	0.00	SPC	52,000.00
EDIN	4,275.74	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	4,275.74
CELL	350.00	CELL	0.00	CELL	0.00	CELL	0.00	CELL	350.00
TRV	1,500.00	TRV	0.00	TRV	0.00	TRV	0.00	TRV	1,500.00
SUB	0.00	SUB	9,350.00	SUB	0.00	SUB	9,350.00	SUB	9,350.00
MISC	375.00	MISC	0.00	MISC	0.00	MISC	0.00	MISC	375.00
NTX	5,829.46	NTX	0.00	NTX	0.00	NTX	0.00	NTX	5,829.46
DBS	12,171.12	DBS	0.00	DBS	0.00	DBS	0.00	DBS	12,171.12
BNUS	2,000.00	BNUS	0.00	BNUS	0.00	BNUS	0.00	BNUS	2,000.00
VAC	18.54	VAC	0.00	VAC	0.00	VAC	0.00	VAC	18.54
DLY	0.00	DLY	10,108.80	DLY	0.00	DLY	10,108.80	DLY	10,108.80

PAYNAME: EOM

DISTRICT TOTALS

PAY DATE: 09/30/2020 END DATE: 09/30/2020

Lock Enabled on Payname. By: A708 Date: 09/23 Time: 16:09

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
OT	0.00	OT	0.00	OT	6,414.89	OT	6,414.89	OT	6,414.89
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	6,414.89*	TOTAL OT	6,414.89*	TOTAL OT	6,414.89*
NON-NML	139,840.40*	NON-NML	19,528.80*	NON-NML	110,770.78*	NON-NML	130,299.58*	NON-NML	270,139.98*
TOTAL	4,412,607.81**	TOTAL	19,528.80**	TOTAL	110,822.78**	TOTAL	130,351.58**	TOTAL	4,542,959.39**

TOTAL NUMBER HOURS WORKED:	3816.00	TOTAL NUMBER DAYS WORKED:	65.00
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GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
4,542,959.39	0.00	120,200.59	142,819.33	406,452.22	3,873,487.25	439,245.37	11,927.37
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
178,291.07	2,148.00	1,297,499.86	80,444.95	4,423,022.75	64,343.20	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	10,103.57	0.00	3,108,631.69	317,614.59	1,269,107.45	88,837.63	469,590.23
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
2,737,594.08	2,005.24	39,274.71	0.00	0.00	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	3,873,487.25	190,040.78	127,573.81	0.00	41,970.53	46,867.10	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
1,858,521.36	1,250,110.33	0.00	599,578.71	669,528.74	0.00	20,351.12	1,628.09

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Public Hearing to Receive Public Input on an Energy Services Contract in the Form of a Contract for Design and Construction with ENGIE Services U.S. Inc., Pursuant to Government Code Section 4217.10, et seq. (10 minutes)

Estimated Time: 10 minutes

Person Responsible: Rebecca Westover, Ed.D., Chief Business Officer

Background:

The Governing Board will hold a public hearing to consider facts and testimony to determine whether entering into an energy services contract in the form of a contract for design and construction with ENGIE Services U.S. Inc., for the purchase of solar generated electric energy from solar panels to be designed and constructed (“**Energy Services Contract**”) is in the best interest of the District. Public notice of this hearing was given at least two (2) weeks prior to the date of this hearing.

The public is invited to address the Board and present information regarding the District intent to enter into the Energy Services Contract. Following this hearing, the Board will consider a resolution that makes required findings pursuant to Government Code § 4217.10, et seq. and whether to enter into the Energy Services Contract.

RATIONALE:

This hearing is required pursuant to Government Code § 4217.10, et seq., prior the Board approving a contract without the requirement for formal public bidding but procured pursuant to that statute, for contracts that include energy conservation measures that will result in a reduction in energy consumption or demand that will result in net cost savings to the District.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees hold the public hearing during this Board meeting and receive information from the public regarding the Energy Services Contract.

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Initial Proposals and Public Hearing for Mountain View Whisman School District and the California School Employees Association 812 (CSEA) for 2020-2021 School Year (5 minutes)

Estimated Time: 5 minutes

Person Responsible: Tara Vikjord, Interim Chief Human Relations Officer

Background:

In accordance with Board Policy No. 4143.1 and Government Code 3547, all initial contract proposals of the Board and an employee organization that relate to matters within the scope of representation shall be presented at a public meeting and shall thereafter be public records. Staff will present the District's 2020-2021 Initial Proposal for Reopening of the Collective Bargaining Agreement with the California School Employees Association, Chapter 812. CSEA will also present its initial proposal for reopeners for the 2020-2021 school year.

Meeting and negotiating between district and employee organization representatives shall not take place on the initial proposals until a reasonable time has elapsed after the submission of these proposals to enable the public to become informed and to express itself regarding the proposals at a public meeting.

The Board will hold a public hearing regarding the District's initial proposal and CSEA's initial proposal for reopening their collective bargaining agreement for the 2020-2021 school year.

Fiscal Implication:

None at this time.

Recommended Action:

That the Board of Trustees approve the District's 2020-2021 Initial Proposal for Reopening of the Collective Bargaining Agreement with the California School Employees Association, Chapter 812 as presented.

ATTACHMENTS:

Description	Type	Upload Date
Initial Proposal MVWSD to CSEA, 2020-21 Reopeners	Backup Material	10/16/2020
CSEA Initial Proposal to MVWSD October 2020	Backup Material	10/16/2020

**Initial Proposal of the
Mountain View Whisman School District to the
California School Employees Association Chapter 812
2020-2021 Reopener Negotiations**

October 9, 2020

This is the Mountain View Whisman School District's (District) initial proposal to the California School Employees Association Chapter 812 (CSEA).

As required by Government Code section 3547, the District is presenting these initial proposals to the Board of Trustees at a public meeting to enable the public to become informed and for the public to have an opportunity to express itself regarding the initial proposals. This is commonly referred to as the sunshining process.

As set forth in Article 21 of the current Agreement between the District and CSEA, these 2020-2021 reopener negotiations are limited to Article 14 (Compensation and Benefits) plus two additional articles selected by each party.

Core Principles for Negotiations

The Board of Trustees and its team will be guided by the following core principles for negotiations that it believes are of crucial importance to students, the Board, the District, employees and the community. Development of District proposals and consideration of and responses to CSEA proposals will be guided by these principles:

1. **Focus on Student Success and Educational Mission.** Engage in good faith, respectful, open and efficient negotiations with employee groups that further the District's ongoing, relentless commitment to the success of every student, and the Board's short-term and long-term educational mission.
2. **Fiscal Responsibility.** Maintain short-term and long-term fiscal solvency and act in a financially responsible manner with regard to each education dollar entrusted to the District.
3. **Employee Excellence and Development.** Attract and retain diverse, talented, and caring employees committed to student success and continuous professional learning.
4. **Community Engagement.** Participate in a negotiations process that stimulates positive community interest, excitement and involvement in the District's educational mission.
5. **Communication.** Cultivate mutual respect, trust and deeper understanding among all District stakeholders through honest, clear and factual communication.

Initial Proposals

The District's initial proposals are as follows:

Article 9 – Transfers/Promotions

The District proposes to explore and amend this Article as necessary to provide greater flexibility to serve student and operational needs.

Article 14 – Compensation and Benefits (and Appendices)

The District proposes to explore fair and equitable improvements and adjustments to total compensation consistent with the core principles above.

The District also proposes to review existing MOUs to determine relevance, continuation, expiration and/or need for amendment.

The District reserves the right to introduce new subjects of negotiation during the course of bargaining in conformance with the notice requirements of Government Code section 3547(d).

The District values its positive relationship with CSEA and looks forward to professional and constructive negotiations with CSEA.

Mt. View Whisman Chapter 812 Initial Proposals for 20/21 Reopener

The California School Employees Association and its Mt. View Whisman Chapter 812 have an interest in reopening the following Articles:

Article 14—Compensation and Benefits. 14.1 a fair and equitable increase in bargaining unit member salaries, 14.1.1.4 rewarding employees appropriately for their skills and education with a stipend.

We would like to review our Covid 19 agreement for clarifications on expectations and procedures.

We would like to begin the implementation of a request to the state to participate in the summer assistance program for 21/22.

CSEA reserves the right to propose other amendments during the negotiations.

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Adoption of Resolution No. 01-102220 for Determination that the Perimeter Controls Projects at Eight Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption (10 minutes)

Estimated Time: 10 min.

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

The District has developed eight (8) separate fencing upgrades and additions projects, each one consisting of the installation of new, 6' ornamental metal fencing and gates and 6' chain link fencing and gates ("Projects") at the sites listed below.

	School Site Name	Address
1	Benjamin Bubb ES	525 Hans Ave., Mountain View, CA 94040
2	Edith Landels ES	115 West Dana St., Mountain View, CA 94041
3	Frank L Huff ES	253 Martens Ave., Mountain View, CA 94040
4	Gabriela Mistral	505 Escuela Ave., Mountain View, CA 94040
5	Castro ES	500 Toft St., Mountain View, CA 94040
6	Stevenson ES	750 San Pierre Way, Mountain View, CA 94043
7	Theuerkauf ES	1625 San Luis Ave, Mountain View, CA 94043
8	Crittenden MS	1701 Rock St., Mountain View, CA 94043

The District must complete environmental review under CEQA, which exempts certain defined projects from completing a negative declaration or environmental impact report. District staff have determined that the Projects meet the definitions of the Class 1, Class 3, and Class 11 Categorical Exemptions.

RATIONALE:

The Class 1 Categorical Exemption, set forth in CEQA Guidelines section 15301, exempts a project that consists of minor alterations of existing public structures or facilities that involves negligible or no expansion of use. The Class 3 Categorical Exemption, set forth in CEQA Guidelines section 15303, exempts a project that consists of construction and location of limited numbers of new, small facilities or structures and installation of small new equipment and facilities in small structures, including fences. The Class 11 Categorical Exemption, set forth in CEQA Guidelines section 15311, exempts a project that consists of construction or placement of minor structures accessory to existing institutional facilities.

Here, the Projects consist of the installation of ornamental metal fencing and gates and chain link fences at the existing public school campuses and will not involve expansion of use. Further, the fencing and gates are new, small accessory structures on existing public school campuses, which are institutional and in an urban, built-up environment.

Once a project is determined to be exempt, it is no longer subject to either the procedural or substantive requirements of CEQA. Thus, CEQA review would be complete should the Board determine that the Projects are exempt and to

carry out the Projects. In addition, there are no known unusual circumstances that would otherwise except the Projects from these categorical exemptions. Accordingly, it is proper to determine the Projects categorically exempt under CEQA.

Should the Board adopt the Resolution, District staff will file a Notice of Exemption with the Santa Clara County Clerk and the State Clearinghouse.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve to Adopt Resolution No. 01-102220 Determining that the Perimeter Controls Projects at Eight Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Project, and Directing the Filing of a Notice of Exemption.

ATTACHMENTS:

Description	Type	Upload Date
MVWSD Resolution No. 01-102220 - CEQA-Fencing Ph 1	Backup Material	10/7/2020
MVWSD Notice of Exemption Ph 1	Backup Material	10/7/2020

Mountain View Whisman School District
Resolution No. 01-102220

Determination that the Perimeter Controls Projects at Eight Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Project, and Directing the Filing of a Notice of Exemption

WHEREAS the Mountain View Whisman School District (“District”) has developed eight (8) separate fencing upgrades and additions projects, each one consisting of the installation of new, 6’ ornamental metal fencing and gates and 6’ chain link fencing and gates (“Projects”); and,

WHEREAS, each of the Projects are located within existing school campuses at the following locations (“Sites”):

	School Site Name	Address
1	Benjamin Bubb ES	525 Hans Ave., Mountain View, CA 94040
2	Edith Landels ES	115 West Dana St., Mountain View, CA 94041
3	Frank L Huff ES	253 Martens Ave., Mountain View, CA 94040
4	Gabriela Mistral	505 Escuela Ave., Mountain View, CA 94040
5	Castro ES	500 Toft St., Mountain View, CA 94040
6	Stevenson ES	750 San Pierre Way, Mountain View, CA 94043
7	Theuerkauf ES	1625 San Luis Ave, Mountain View, CA 94043
8	Crittenden MS	1701 Rock St., Mountain View, CA 94043

WHEREAS, before the District must complete environmental review under CEQA, which exempts certain defined projects from completing a negative declaration or environmental impact report. District staff have determined that the Projects meet the definitions of the Class 1, Class 3, and Class 11 Categorical Exemptions; and,

WHEREAS, the Class 1 Categorical Exemption, set forth in CEQA Guidelines section 15301, exempts a project that consists of minor alterations of existing public structures or facilities that involves negligible or no expansion of use; and,

WHEREAS, the Class 3 Categorical Exemption set forth in CEQA Guidelines section 15303 exempts a project that consists of construction and location of limited numbers of new, small facilities or structures and installation of small new equipment and facilities in small structures; and,

WHEREAS, the Class 11 Categorical Exemption set forth in CEQA Guidelines section 15311 exempts a project that consists of construction or placement of minor structures accessory to existing commercial, industrial, or institutional facilities; and,

WHEREAS, the Projects consist of the installation of ornamental metal fencing, gates and chain link fences at the existing public school campuses and will not involve expansion of use. Further, the fencing and gates are new, small accessory structures on existing public school campuses, which are institutional and in an urban, built-up environment; and,

WHEREAS, the District has reviewed each of the Projects individually, considered whether each of the Projects may be excepted due to unusual circumstances, and determined that none exist for any of the Projects.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Mountain View Whisman School District Board of Trustees (“Board”) hereby finds the Projects to be exempt from the requirements of CEQA.

BE IT FURTHER RESOLVED, that each of the Projects, meets the definition of the Class 1 Categorical Exemption (CEQA Guidelines, § 15301), because each of the Projects consists of minor alterations to existing school sites that involve no expansion of use.

BE IT FURTHER RESOLVED, that each of the Projects meets the definition of the Class 3 Categorical Exemption (CEQA Guidelines, § 15303), because each of the Projects consists of the installation of fencing and gates which are a limited number of new small facilities or structures on an existing public school site.

BE IT FURTHER RESOLVED, that each of the Projects, meets the definition of the Class 11 Categorical Exemption (CEQA Guidelines, § 15311), because each of the Projects consists of the construction of minor structures accessory to existing institutional facilities.

BE IT FURTHER RESOLVED, that there is no indication of unusual circumstances that would cause a potentially significant environmental impact related to the Projects.

BE IT FURTHER RESOLVED, that the applicable requirements of CEQA have been fulfilled for the Projects.

BE IT FURTHER RESOLVED that the Superintendent or the Superintendent’s designee is authorized and directed to file a Notice of Exemption for the Projects with the Santa Clara County Clerk within five (5) days of the adoption of this Resolution.

PASSED AND ADOPTED by the Governing Board of the Mountain View Whisman School District this 22 day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board of Trustees
Mountain View Whisman School District
Santa Clara County, California

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Bubb ES, 525 Hans Ave.; Landels ES, 115 West Dana St.; Huff ES, 253 Martens Ave.;
Mistral, 505 Escuela Ave.; Castro ES, 500 Toft St.; Stevenson ES, 750 San Pierre Way;
Theuerkauf ES, 1625 San Luis Ave.; Crittenden MS, 1701 Rock St.

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Adoption of Resolution No. 02-102220 for Determination that the Perimeter Controls Projects at Two Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption (10 minutes)

Estimated Time: 10 minutes

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

The District has developed two (2) separate fencing upgrades and additions projects, each one consisting of the installation of new, 6' ornamental metal fencing and gates and 6' chain link fencing and gates ("Projects") at the sites listed below.

Monta Loma ES	460 Thompson Ave., Mountain View, CA 94040
Graham MS	1175 Castro Street., Mountain View, CA 94041

The District must complete environmental review under CEQA, which exempts certain defined projects from completing a negative declaration or environmental impact report. District staff have determined that the Projects meet the definitions of the Class 1, Class 3, and Class 11 Categorical Exemptions.

RATIONALE:

The Class 1 Categorical Exemption, set forth in CEQA Guidelines section 15301, exempts a project that consists of minor alterations of existing public structures or facilities that involves negligible or no expansion of use. The Class 3 Categorical Exemption, set forth in CEQA Guidelines section 15303, exempts a project that consists of construction and location of limited numbers of new, small facilities or structures and installation of small new equipment and facilities in small structures, including fences. The Class 11 Categorical Exemption, set forth in CEQA Guidelines section 15311, exempts a project that consists of construction or placement of minor structures accessory to existing institutional facilities.

Here, the Projects consist of the installation of ornamental metal fencing and gates and chain link fences at the existing public school campuses and will not involve expansion of use. Further, the fencing and gates are new, small accessory structures on existing public school campuses, which are institutional and in an urban, built-up environment. Once a project is determined to be exempt, it is no longer subject to either the procedural or substantive requirements of CEQA. Thus, CEQA review would be complete should the Board determine that the Projects are exempt and to carry out the Projects. In addition, there are no known unusual circumstances that would otherwise except the Projects from these categorical exemptions. Accordingly, it is proper to determine the Projects categorically exempt under CEQA.

Should the Board adopt the Resolution, District staff will file a Notice of Exemption with the Santa Clara County Clerk and the State Clearinghouse.

Fiscal Implication:

None

Recommended Action:

It is recommended that the Board of Trustees approve to Adopt Resolution No. 02 -102220 Determining that the Perimeter Controls Projects at Two Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption.

ATTACHMENTS:

Description	Type	Upload Date
MVWSD Resolution No. 02-102220 CEQA-Fencing Ph 2	Backup Material	10/7/2020
MVWSD Notice of Exemption CEQA- Fencing Ph 2	Backup Material	10/7/2020

Mountain View Whisman School District

Resolution No. 02-102220

Determination that the Perimeter Controls Projects at Two Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption

WHEREAS the Mountain View Whisman School District (“District”) has developed two (2) separate fencing upgrades and additions projects, each one consisting of the installation of new, 6’ ornamental metal fencing and gates and 6’ chain link fencing and gates (“Projects”); and,

WHEREAS, each of the Projects are located within existing school campuses at the following locations (“Sites”):

School Site Name	Address
Monta Loma ES	460 Thompson Ave., Mountain View, CA 94040
Graham MS	1175 Castro Street., Mountain View, CA 94041

WHEREAS, before the District must complete environmental review under CEQA, which exempts certain defined projects from completing a negative declaration or environmental impact report. District staff have determined that the Projects meet the definitions of the Class 1, Class 3, and Class 11 Categorical Exemptions; and,

WHEREAS, the Class 1 Categorical Exemption, set forth in CEQA Guidelines section 15301, exempts a project that consists of minor alterations of existing public structures or facilities that involves negligible or no expansion of use; and,

WHEREAS, the Class 3 Categorical Exemption set forth in CEQA Guidelines section 15303 exempts a project that consists of construction and location of limited numbers of new, small facilities or structures and installation of small new equipment and facilities in small structures; and,

WHEREAS, the Class 11 Categorical Exemption set forth in CEQA Guidelines section 15311 exempts a project that consists of construction or placement of minor structures accessory to existing commercial, industrial, or institutional facilities; and,

WHEREAS, the Projects consist of the installation of ornamental metal fencing, gates and chain link fences at the existing public school campuses and will not involve expansion of use. Further, the fencing and gates are new, small accessory structures on existing public school campuses, which are institutional and in an urban, built-up environment; and,

WHEREAS, the District has reviewed each of the Projects individually, considered whether each of the Projects may be excepted due to unusual circumstances, and determined that none exist for any of the Projects.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Mountain View Whisman School District Board of Trustees (“Board”) hereby finds the Projects to be exempt from the requirements of CEQA.

BE IT FURTHER RESOLVED, that each of the Projects, meets the definition of the Class 1 Categorical Exemption (CEQA Guidelines, § 15301), because each of the Projects consists of minor alterations to existing school sites that involve no expansion of use.

BE IT FURTHER RESOLVED, that each of the Projects meets the definition of the Class 3 Categorical Exemption (CEQA Guidelines, § 15303), because each of the Projects consists of the installation of fencing and gates which are a limited number of new small facilities or structures on an existing public school site.

BE IT FURTHER RESOLVED, that each of the Projects, meets the definition of the Class 11 Categorical Exemption (CEQA Guidelines, § 15311), because each of the Projects consists of the construction of minor structures accessory to existing institutional facilities.

BE IT FURTHER RESOLVED, that there is no indication of unusual circumstances that would cause a potentially significant environmental impact related to the Projects.

BE IT FURTHER RESOLVED, that the applicable requirements of CEQA have been fulfilled for the Projects.

BE IT FURTHER RESOLVED that the Superintendent or the Superintendent’s designee is authorized and directed to file a Notice of Exemption for the Projects with the Santa Clara County Clerk within five (5) days of the adoption of this Resolution.

PASSED AND ADOPTED by the Governing Board of the Mountain View Whisman School District this 22 day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board of Trustees
Mountain View Whisman School District
Santa Clara County, California

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Adoption of Resolution No.03-102220 to Make Findings Pursuant to Government Code Section 4217.10, et seq., and Approve an Energy Services Contract with ENGIE Services U.S. Inc. (10 minutes)

Estimated Time: 10 minutes

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

In February 2019, District Staff distributed a Request for Proposals (RFP) pursuant to the recommended processes in Government Code § 4217.10, et seq., to select an energy services contractor to design and install solar generating facilities at multiple District sites. As part of that process and after evaluating proposals from multiple vendors, District staff in April 2019 interviewed two of those vendors and selected ENGIE Services U.S., Inc. (“**Engie**”) is the vendor that would provide the best value to the District. As part of the Measure G Program, the District indicated that it would procure those solar generating facilities with Measure G funds.

The District and Engie have clarified the scope and negotiated a solar contract in the form of a contract for design and construction. While most of the solar facilities (arrays, structures, etc.) will be as indicated in that contract, the design of those solar facilities may result in the parties agreeing to change the size, location, or other features of some of those solar facilities, in which case District staff would prepare amendments to the contract for the Board’s consideration and approval at that time.

RATIONALE:

By adopting the resolution, the Board would be taking the following two actions:

1. Based on the Energy Analysis attached to the resolution, the Board would find that within the time frame indicated in that Energy Analysis, the anticipated cost of the energy pursuant to the Energy Services Contract will be less than the anticipated cost of the energy without the Energy Services Contract.
2. The Board would approve the Energy Services Contract with Engie to install the solar facilities at the sites indicated in the resolution as being in the best interest of the District.

These actions are consistent with the Board’s stated desire to provide energy efficiency to its sites by installing solar facilities, and furthers the Board’s stated use of Measure T funds to provide “solar panels or other energy efficiency systems”.

Fiscal Implication:

\$8,924,352.

Recommended Action:

That the Board of Trustees adopt Resolution No. 03-102220 that makes the required findings related to anticipated cost savings from the Energy Services Contract and approves the Energy Services Contract with Engie.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 03 - 102220 Engie Solar	Backup Material	10/15/2020
Resolution 03-102220 Attachment B	Backup Material	10/15/2020
Resolution No. 03-102220 Attachment A	Backup Material	10/15/2020

**RESOLUTION OF THE BOARD OF EDUCATION OF
THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

**RESOLUTION NO. 03-102220
TO MAKE FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 4217.10, ET SEQ., AND
APPROVE AN ENERGY SERVICES CONTRACT WITH
ENGIE SERVICES U.S. INC.**

WHEREAS, ENGIE Services U.S. Inc. ("**Energy Contractor**") has represented to the Mountain View Whisman School District ("**District**") that Energy Contractor has developed certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11 ("**Energy Conservation Measures**"); and

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

	School Site Name	Address
1	Benjamin Bubb ES	525 Hans Ave., Mountain View, CA 94040
2	Crittenden MS	1701 Rock St., Mountain View, CA 94043
3	Edith Landels ES	115 West Dana St., Mountain View, CA 94041
4	Frank L Huff ES	253 Martens Ave., Mountain View, CA 94040
5	Graham MS	1175 Castro St., Mountain View, CA 94040
6	Gabriela Mistral - Mariano Castro ES	505 Escuela Ave., Mountain View, CA 94040
7	Monta Loma ES	460 Thompson Ave., Mountain View, CA 94043
8	Stevenson ES – District Office	750 San Pierre Way, Mountain View, CA 94043
9	Theuerkauf ES	1625 San Luis Ave, Mountain View, CA 94043
10	Vargas ES	220 N. Whisman Rd., Mountain View, CA 94043

(collectively "**School Sites**") and has represented that Energy Contractor's providing the Energy Conservation Measures at the School Sites will result in a reduction in energy consumption or demand that will result in net cost savings to the District ("**Cost Savings**"). An energy analysis prepared by its energy consultant Sage Energy Consulting ("**Sage**") is attached as **Attachment A** and incorporated herein ("**Energy Analysis**"); and

WHEREAS, Energy Contractor has represented to the District that Energy Contractor can provide, install and construct the Energy Conservation Measures; and

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

WHEREAS, Government Code section 4217.12 (a) authorizes a public agency to enter into an energy services contract if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds that the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases; and

WHEREAS, on this date, pursuant to Government Code section 4217.10 *et seq.*, the District's Governing Board held a public hearing with respect to the District entering into an energy services contract with Energy Contractor, in the

form of a Contract for Design and Construction, as attached hereto as **Attachment B** and incorporated herein (**"Energy Services Contract"**); and

WHEREAS, the Governing Board has determined that the anticipated cost of the energy consumption or demand to the District pursuant to the Energy Services Contract will be less than the anticipated marginal cost to the District in the absence of the Energy Conservation Measures and the Energy Services Contract; and

WHEREAS, the District desires to retain Energy Contractor to design, provide, install and construct the Energy Conservation Measures pursuant to the terms and conditions of the Energy Services Contract.

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

1. That the District held a public hearing at a regularly scheduled meeting of the Governing Board.
2. Based upon reports of staff, reviewed by the Governing Board in connection herewith, and pursuant to Government Code section 4217.12, the anticipated cost of the energy consumption or demand to the District pursuant to the Energy Services Contract will be less than the anticipated marginal cost to the District in the absence of the Energy Conservation Measures and the Energy Services Contract.
3. It is in the best interests of the District to enter the Energy Services Contract attached as **Attachment B**.
4. That the District's superintendent or designee is authorized to enter into the Energy Service Contract attached as **Attachment B** for the sites listed herein above, subject to minor revisions approved by staff and legal counsel that do not alter or reduce the best interests approved in this Resolution, and to take all steps and perform all actions necessary to execute and implement the Energy Services Contract with the Energy Contractor and to take any actions deemed necessary to best protect the interests of the District.

PASSED AND ADOPTED by the Board of Education of the Mountain View Whisman School District, on _____, 2020, by the following vote:

AYES: **NOES:** **ABSTAINED:** **ABSENT:**

CERTIFICATION

I, _____ Clerk of the Board of Education of the Mountain View Whisman School District, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of the District at a meeting after a hearing that was held on 10/22/ 2020, with a copy of the Resolution being on file in the Administrative Office of the District.

Clerk, Board of Education

Attachments:

- Attachment A: Energy Analysis
- Attachment B: Form of Contract for Design and Construction
(Gov. Code § 4217.10 et seq.)

ATTACHMENT B

Form of Contract for Design and Construction (Gov. Code § 4217.10 et seq.)

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

THIS CONTRACT is entered into and effective _____, 20____ (“**Contract**”), by and between ENGIE Services U.S. Inc. (“**Designer/Builder**”) and Mountain View Whisman School District (“**District**” or “**Customer**”) (individually, a “**Party**”, and collectively, the “**Parties**”).

RECITALS

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

	School Site Name	Address
1	Benjamin Bubb ES	525 Hans Ave., Mountain View, CA 94040
2	Crittenden MS	1701 Rock St., Mountain View, CA 94043
3	Edith Landels ES	115 West Dana St., Mountain View, CA 94041
4	Frank L Huff ES	253 Martens Ave., Mountain View, CA 94040
5	Graham MS	1175 Castro St., Mountain View, CA 94040
6	Gabriela Mistral - Mariano Castro ES	505 Escuela Ave., Mountain View, CA 94040
7	Monta Loma ES	460 Thompson Ave., Mountain View, CA 94043
8	Stevenson ES – District Office	750 San Pierre Way, Mountain View, CA 94043
9	Theuerkauf ES	1625 San Luis Ave, Mountain View, CA 94043
10	Vargas ES	220 N. Whisman Road, Mountain View, CA 94043

(“**Facilities**” or “**School Site(s)**” or “**Premises**”) and District wants to reduce its Facilities’ energy costs and improve the Facilities’ energy quality/reliability by contracting to procure and to implement certain new and upgraded energy system related equipment and materials; and

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

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

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

CONTRACT

1. Contract Price.

- a. The Designer/Builder shall furnish the Services or Work described herein to the District for a total price of the following amounts (“**Contract Price**”):

ITEM	COST
Solar PV System and data acquisition system at School Sites	\$8,864,616
Operations & Maintenance (Exhibit B) <u>FIRST YEAR COST ONLY</u>	\$43,736
<ul style="list-style-type: none">This is the first year amountPaid annually, in arrears, per Exhibit B,	

<ul style="list-style-type: none"> Anticipated 25-year cost at an annual 3% escalation rate = \$1,594,589 	
Performance Guarantee (Exhibit G)	FIRST YEAR COST ONLY
<ul style="list-style-type: none"> This is the first year amount Paid annually per Exhibit G, Anticipated 25-year cost at an annual 3% escalation rate = \$583,357 	\$16,000
GRAND TOTAL (including first year of O&M and Performance Guarantee)	\$8,924,352

- b. **Scope of Work.** The Contract Price shall be Designer/Builder's total compensation to perform the following services ("**Services**" or "**Work**"). Designer/Builder's performance of all of the Services as further described in this Contract and Exhibits is the "**Project**," and is generally described as follows:

- i. **The assessment, engineering, design, permitting, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems with Expected Energy Production of 2.54 Million kilowatt-hours (2,535,893 kWh) of energy in year one of system operation, produced through the following systems:**

Site	System Size (kWdc)	System Type (e.g., Parking, Shade, etc.)	Expected 1 st year PV Output (kWh) ("Expected Energy")
1. Benjamin Bubb ES	118.4	Shade Canopy	185,411
2. Crittenden MS – Main	N/A	N/A	N/A
3. Crittenden MS - Secondary	173.9	Parking Canopy & Roof	285,911
4. Edith Landels ES	121.4	Shade Canopy	187,632
5. Frank L Huff ES	109.6	Shade Canopy	171,912
6. Graham MS – Main	275.5	Parking Canopy & Shade Canopy	445,065
7. Graham MS - Secondary	71.4	Parking Canopy	115,614
8. Gabriela Mistral - Mariano Castro ES	98.3	Parking Canopy & Shade Canopy	157,661
9. Monta Loma ES - Main	75.6	Roof	120,156
10. Monta Loma ES - Secondary	71.4	Shade Canopy	115,870
11. Stevenson ES - District Office	166.3	Parking Canopy & Shade Canopy	269,672
12. Theuerkauf ES	224.3	Shade Canopy & Roof	356,654
13. Vargas ES	83.2	Shade Canopy	124,335
TOTAL	1,589.3		2,535,893

- ii. A data acquisition system with monitoring capability with password-protected internet access via **www.utilityvision.com**.
- iii. Educational Services.
2. **Contract Time.** Work shall be completed within the time specified in **Exhibit C ("Contract Time")** from the date specified in the District's Notice(s) to Proceed, as indicated in the Schedule in **Exhibit C**, attached hereto and incorporated herein by this reference.

3. **Liquidated Damages for Non-Production.** Designer/Builder agrees that if the Work is not completed within the Contract Time and/or pursuant to the Project schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including the Schedule in **Exhibit C**, it is understood, acknowledged, and agreed that the District will suffer damage related to non-production of energy that is not capable of being calculated. Pursuant to Government Code section 53069.85, Designer/Builder shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$1,000.00)** per MWdc per day for each and every calendar day of delay beyond the date of the "Designer/Builder Requests Permission to Operate Letter From Utility" specified in **Exhibit C** for each Site, provided that Designer/Builder's submission of a Request for Permission to Operate Letter From Utility shall not be effective under this paragraph unless the Project or portion thereof is presently in the condition reasonably necessary to obtain the Permission to Operate Letter From Utility. *(For example, if Designer/Builder requests "Permission to operate letter(s)" for all but the "X" Site and the "Y" Site, the total liquidated damages amount during that time that these two (2) sites are not operating shall be \$_____ per calendar day [\$_____ + \$_____]).* These liquidated damages apply only to the Construction portion of this Contract and not to the Operations & Maintenance Contract, as described in **Exhibit B**, or the Contract for Performance Guarantee, as described in **Exhibit G**. These liquidated damages shall be the District's sole remedy for a delay in the production of energy from the Generating Facilities pursuant to this subsection.
4. **Schedule of Values.** Designer/Builder shall prepare a detailed schedule of values for all of the Work that must include quantities and prices of items by site aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the District prior to it being used as a basis for payment.
5. **Insurance & Bonds.** The Designer/Builder shall not commence the Work under this Contract until the Designer/Builder has submitted and the District has approved the certificates and endorsements of insurance required under the Terms and Conditions and the District has issued a Notice(s) to Proceed. The Designer/Builder shall not commence the procurement, installation, and construction portions of the Work under this Contract until the Designer/Builder has submitted and the District has approved the performance bond and the payment (labor and material) bond(s).
6. **CEQA.** The District is performing its compliance with the California Environmental Quality Act ("CEQA"). The Parties acknowledge that construction of the Project shall not commence until the District's Board of Education has approved the Project as satisfying the requirements under CEQA. Therefore, the District reserves its right to suspend and/or terminate the Project as allowable herein if the District's Board of Education does not approve the Project under CEQA and/or exempts the Project from CEQA. The District's issuance of Notice(s) to Proceed shall be conditioned upon satisfaction of this aforementioned condition precedent. See **Exhibit C** for information regarding the Project's Schedule and the intended timing of the District's issuance of a Notice(s) to Proceed.
7. **Terms & Conditions.** This Contract incorporates by this reference the Terms and Conditions attached hereto. The Designer/Builder, by executing this Contract, agrees to comply with all the Terms and Conditions.
8. **Contract Documents.** The Contract includes only the following documents ("Contract Documents"), as indicated:

<u> X </u> Terms and Conditions to Contract	<u> X </u> Exhibit D (RESERVED)
<u> X </u> Noncollusion Declaration	<u> X </u> Exhibit E (Schedule of Values)
<u> X </u> Certifications to be Completed by Designer/Builder	<u> X </u> Exhibit F (Specifications)
<u> X </u> Insurance Certificates and Endorsements	<u> X </u> Exhibit G (Performance Guarantee Parameters and Energy Output Data)
<u> X </u> Performance Bond (District's Form)	<u> X </u> Exhibit H (Warranties)

- | | |
|--|---|
| <u> X </u> Payment Bond (District's Form) | <u> X </u> Exhibit I (Additional Contract Documents) |
| <u> X </u> Exhibit A (Scope of Work) | |
| <u> X </u> Exhibit B (Operations & Maintenance Contract) | <u> X </u> Exhibit J (Educational Services) |
| <u> X </u> Exhibit C (Detailed Construction Schedule or Project Schedule for Each Site) | |

9. **DSA & Inspector.** Designer/Builder hereby acknowledges that the Division of the State Architect ("DSA") and the District's DSA Project Inspector(s) ("Inspector" or "IOR") have authority to approve and/or stop Work if the Designer/Builder's Work does not comply with the requirements of the Contract, Title 24 of the California Code of Regulations, and all applicable laws. The Designer/Builder shall be liable for any delay caused and extra work required by its non-compliant Work. Designer/Builder shall not be liable for delay caused solely by the District.
10. **Project Management.** Inspection and acceptance of the Work shall be performed by the District's Project Inspector with whom the District will contract. In addition, the Chief Business Official of the District, and/or his/her designee or the District's construction manager ("**Construction Manager**") shall be the point of contact for the Designer/Builder. Designer/Builder recognizes that the District has obtained the services of a Construction Manager for this Project. The Construction Manager is authorized to give Designer/Builder Services authorizations, and issue written approvals and notices on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Contract may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District.
11. **Designer/Builder Staff & Subconsultants.** The following personnel and subcontractors/subconsultants from Designer/Builder shall perform the Services for this Project and Designer/Builder shall comply with the "Designer/Builder Staff" provisions as indicated in **Exhibit A** related to these individuals or firms:

Name	Title
Emily Douglas	Program Development Manager
John Paul Jewell	Program Development Manager
Mariana de Brito, PE	Lead Project Manager
Shira Zingman-Daniels, PE	Project Manager
Douglas Ledbetter, PE	Senior Electrical Engineer
David Yung Lei, PE	Solar Procurement Manager
Sarah Kopytko	Project Engineer
Jamal Aboueljoud, CEM	Director of Performance Assurance
Carrie Dixon	Operations & Maintenance Manager
Edward Jakimzak	Report Team Manager
Caren Perlmutter	Education Manager
Firm Name	Discipline
MBL Energy	Structural and Mechanical Engineer
BEI Construction	Electrical Contractor

Blymyer Engineers, Inc	Engineering Consultant
GeoTech Utility Locating	Underground Utility Consultant
BSK Associates	Geotechnical Engineering

12. **Guarantee.** Unless otherwise indicated herein for a longer period of time, the Designer/Builder shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of Completion of the Work.
13. **Standard of Care/Qualification.** Designer/Builder shall perform all Work related to its design to the standard of care of professionals performing similar work for California school districts in or around the same geographic area of the District, and all Work related to its installation and construction to the standard of care of contractors performing similar work for California school districts in or around the same geographic area of the District. Designer/Builder represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the requirements of this Contract and the reasonable approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
14. **Certification.** By signing this Contract, each Party certifies, under penalty of perjury, that all the information provided in the Contract is true, complete, and correct, to the best of its knowledge.

15. Information regarding Designer/Builder:

Type of Business Entity: _____
__xx__ Corporation

Fed. ID (FEIN) #: 46-5545462

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Mountain View Whisman School District

Signature: _____

Print Name: _____

Print Title: _____

Address: 1400 Montecito Ave., Mountain View, CA 94043

Telephone: _____

E-Mail: _____

Dated: _____, 20__

ENGIE Services U.S. Inc.

Signature: _____

Print Name: _____

Print Title: _____

Cal. Contractor License No.: 995037

Civil Engineer License: _____

Address: 500 12th Street, Suite 300, Oakland, CA 94607

Telephone: (415) 735-9125

E-Mail: _____

Notice. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed to the above individuals. Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE(S) TO PROCEED:** District shall provide Notice(s) to Proceed to Designer/Builder pursuant to the Contract at which time Designer/Builder shall proceed with the Work. The District reserves the right to issue multiple Notices to Proceed related to the Project, either by scope and/or by Site.
2. **SITE EXAMINATION:**
 - 2.1. The District will provide all information available to it to the extent the information relates to Designer/Builder's scope of work. This information includes:
 - 2.1.1. Physical characteristics;
 - 2.1.2. Legal limitations and utility locations for the Project site(s);
 - 2.1.3. Written legal description(s) of the Project site(s);
 - 2.1.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 2.1.5. Adjacent drainage;
 - 2.1.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 2.1.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - 2.1.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - 2.1.9. Surveys, reports, as-built drawings;
 - 2.1.10. Subsoil data, chemical data, and other data logs of borings;
 - 2.1.11. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of work.
 - 2.1.12. The location and physical characteristics of existing utility lines, telephone, water, sewage, storm drains and other lines on or around or relating to the Project.
 - 2.2. Designer/Builder has Visually Verified the existence of the conditions identified by this information to the extent determinable by the documents provided by the District ("**Site Examination**"). Designer/Builder has relied on its Site Examination in defining its scope of Work or Services.
 - 2.3. "**Visually Verified**" (or "**Verify**" or "**Visual Verification**") means confirmed by diligent physical inspection without any destructive or invasive action.
 - 2.4. If there are any variations to the scope of Work or Services resulting from conditions not determinable from Visually Verified information, the Designer/Builder shall submit to the District a proposed change order ("**PCO**") based on those conditions, with a detailed explanation based on the current Scope of Work and how it requires a revision based on Designer/Builder's Visual Verification and Site Examination.
 - 2.5. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site that reasonably could and reasonably should have been discovered through the Site Examination and/or Visual Verification. Notwithstanding the aforementioned, should the Designer/Builder discover any latent or unknown conditions, or any other condition which could not reasonably have been discovered during the Site Investigation and/or Visual Verification, which will materially affect the performance of the Work hereunder, Designer/Builder shall immediately inform the District of that fact in writing and shall not proceed until written instructions are received from the District. This written notice may take the form of a PCO.

3. **EQUIPMENT AND LABOR:** The Designer/Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services herein described, and the Services to be performed at times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Designer/Builder for any Service or Work under this Contract shall be subject to the approval of the District, which shall not be unreasonably withheld. Designer/Builder agrees to bind every subcontractor by the terms of the Contract as far as those terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Designer/Builder shall subcontract any part of this Contract, Designer/Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the District.

5. **TERMINATION / SUSPENSION:**

- 5.1. If Designer/Builder fails to perform Designer/Builder's material duties as required by this Contract, or if Designer/Builder fails to fulfill in a timely and professional manner Designer/Builder's material obligations under this Contract, or if Designer/Builder shall violate any of the material terms or provisions of this Contract, and any such failure is not excused by the terms of this Contract, the District shall have the right to terminate this Contract, in whole or in part, unless either

5.1.1. Such failures and violations are caused by the District or

5.1.2. Such failures and violations are cured by Design/Builder to the District's reasonable satisfaction within thirty (30) days of written notice by the District thereof to the Designer/Builder; provided, that if a cure cannot be effected within such thirty (30) days and Design-Builder has commenced a cure within such period of time and continues diligent pursuit of such cure, the Design/Builder shall have a reasonable period to complete such cure to the District's reasonable satisfaction.

In the event of a termination pursuant to this subdivision, Designer/Builder may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's actual costs because of Designer/Builder's actions, errors, or omissions that caused the District to terminate the Designer/Builder. In the event of termination, Designer/Builder shall provide the District with all documents produced maintained or collected by Designer/Builder pursuant to this Agreement, whether or not such documents are final or draft documents; provided that Designer/Builder shall have no liability relating to the use of such documents without Designer/Builder's prior written consent to the use of the documents.

- 5.2. District shall have the right in its sole discretion to terminate the Contract, in whole or in part, for its own convenience. In the event of a termination for convenience, Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for recoverable costs for Work performed until the date of termination, reasonable demobilization costs, and rental costs for equipment and restocking fees that Designer/Builder cannot mitigate with diligent efforts. In the event that District terminates this Contract as provided in this subsection and there are no known potential claims related to Designer/Builder's Work, District shall, within fourteen (14) Days after the date of termination, release the Performance and Payment Bonds, although the Surety on Performance and Payment Bonds shall remain liable as indicated herein for all Designer/Builder's Work performed until the date of termination.
- 5.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 5.4. The Designer/Builder has the right to terminate this Contract if the District does not fulfill its material obligations under this Contract unless either:
- 5.4.1. Such failures and violations are caused by the Designer/Builder or

- 5.4.2. Such failures and violations are cured by District within thirty (30) days of written notice by the Designer/Builder thereof to the District; provided, that if a cure cannot be effected within such thirty (30) days and District has commenced a cure within such period of time and continues diligent pursuit of such cure, the District shall have a reasonable period to complete such cure.

Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Designer/Builder's notice of termination.

- 5.5. **Suspension.** The District has the right to suspend, in whole or in part, the Project. If the District suspends the Project for more than one hundred and twenty (120) consecutive days, the Designer/Builder shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the Project Schedule shall be adjusted and the Designer/Builder's compensation shall be equitably adjusted to provide for documented expenses (e.g., demobilization, remobilization, labor rates, etc.) incurred associated with the suspension and in the resumption of the Designer/Builder's Services. This suspension provision, when applicable, supplants the "Changes in Time" provision for Proposed Change Orders, which would still be operative for any delay less than 120 consecutive days. If the District suspends the Project for more than one (1) year, the Designer/Builder may terminate this Contract by giving written notice.

6. SAFETY AND SECURITY:

- 6.1. Designer/Builder is responsible for maintaining safety in the performance of this Contract. Designer/Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present, as per **Exhibit I**. In the event that the aforementioned rules conflict with the terms of this Contract, the terms of this Contract shall prevail. All persons at the Project Site(s) while Work is being performed will comply with applicable safety requirements.
- 6.2. Designer/Builder shall comply with current and future federal, state, and local statutes, rules, regulations, ordinances, directives, orders, construction site protocols, or any other applicable law(s) regulating COVID-19 construction site safety, cleanliness, and the health of individuals at the Sites. Designer/Builder shall not seek any adjustment to the Contract Price for any future costs referenced herein, unless the cost impact was not reasonably foreseeable at the time of the execution of the Contract.

7. CHANGE IN SCOPE OF WORK:

- 7.1. **Change Orders.** A change order ("**Change Order**") is a written instrument prepared and issued by the District and signed by the District (as authorized by the District's governing board) and the Designer/Builder, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:
- 7.1.1. A description of a change in the Work or Services;
- 7.1.2. The amount of the adjustment in the Contract Price, if any; and
- 7.1.3. The extent of the adjustment in the Contract Time, if any.
- 7.2. There shall be no change whatsoever in the Services or Work, or any architectural enhancements, without an executed Change Order or Construction Change Directive as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Services or Work except pursuant to a Change Order or Construction Change Directive. Except as provided elsewhere in this Contract, no extension of time for performance of the Work shall be allowed hereunder unless duly adjusted in writing in the Change Order. 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 Work or Services.
- 7.3. Designer/Builder shall perform all Work that has been authorized by a fully executed Change Order in the timeframe set forth therein.

- 7.4. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to in the Change Order. Except as provided elsewhere in this Contract, if Designer/Builder proceeds with any change in Work without a Change Order, Designer/Builder waives any claim of additional compensation or time for that additional work.
- 7.5. Designer/Builder 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.
- 7.6. **Price Request.** A price request is a written request prepared by the District requesting the Designer/Builder to submit to the District an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time. A price request shall contain adequate information, including any necessary Work or Services, to enable Designer/Builder to provide the cost breakdowns required herein.
- 7.7. **Proposed Change Order.** A proposed change order (“PCO”) is a written request prepared by the Designer/Builder requesting that the District issue a Change Order based upon a proposed change to the Work or Services. A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.
- 7.7.1. **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 Project Schedule as defined in the Contract Documents. If Designer/Builder fails to request a time extension in a PCO, then the Designer/Builder is thereafter precluded from requesting time and/or claiming a delay, except as otherwise provided in this Contract.
- 7.7.2. **Unknown and/or Unforeseen Conditions.** If Designer/Builder submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Designer/Builder’s assertion that Designer/Builder has encountered condition(s) on the Project that it could not have discovered in performing its “Site Examination” duties herein, then Designer/Builder shall base the PCO on visually verifiable information that demonstrates that the hitherto unknown and/or unforeseen condition(s) actually exist. If not, the District may deny the PCO and the Designer/Builder shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.
- 7.8. **Format for Proposed Change Order.** The following format shall be used as applicable by the District and the Designer/Builder (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	<u>SUBCONTRACTOR PERFORMED WORK</u>	ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>SUBTOTAL</u>		
(e)	<u>Add Subcontractor’s overhead and profit</u> , not to exceed ten percent (10%) of item (d)		
(f)	<u>SUBTOTAL</u>		
(g)	<u>Add Designer/Builder’s fee, overhead, profit & general conditions</u> , not to exceed ten percent (10.0%) of the sum of item (f)		
(h)	<u>SUBTOTAL</u>		
(i)	<u>Add Bond and Insurance</u> , not to exceed one and one half percent (1.5%) of Item (h)		
(j)	<u>TOTAL</u>		

(k)	<u>Time</u>	_____ Days	
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	DESIGNER/BUILDER PERFORMED WORK	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	SUBTOTAL		
(e)	Add Designer/Builder's fee, overhead, profit & general conditions , not to exceed fifteen percent (15.0%) of the sum of item (d)		
(f)	SUBTOTAL		
(i)	Add Bond and Insurance , not to exceed one and one half percent (1.5%) of item (f)		
(j)	TOTAL		
(k)	<u>Time</u>	_____ Days	

7.9. **Change Order Certification.** All Change Orders and PCOs must include the following certification by the Designer/Builder: *The undersigned Designer/Builder approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for Project Completion, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Designer/Builder knows are false are at the sole risk of Designer/Builder 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 District staff with delegated authority, and will be ratified by the governing board of the District. It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Designer/Builder's costs and expenses, 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.*

7.10. **Determination of Change Order Cost.** 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:

- 7.10.1. District acceptance of a PCO;
- 7.10.2. By amounts contained in Designer/Builder's schedule of values, if applicable;
- 7.10.3. By agreement between District and Designer/Builder.

7.11. **Construction Change Directives / Unilateral Change Orders.** A Construction Change Directive (or Unilateral Change Order) is a written order prepared and issued by the District and signed by the District, directing a change in the Work. The District may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The District may only issue a Construction Change Directive in the absence of agreement on the terms of a Change Order, and the Designer/Builder shall track its time and material costs that it may use as the basis for dispute or a claim pursuant to the "Disputes" provisions herein. Designer/Builder has the option to refuse to perform work under a Construction Change Directive, which refusal must be provided to the District in writing and must be based on expressly stated and reasonable grounds. If Designer/Builder refuses to perform work under a Construction Change Directive, District may hire others to perform the work specified in the refused Construction Change Directive.

8. **TRENCH SHORING:** If this Contract is in excess of Twenty Five Thousand Dollars (\$25,000) and is for the excavation of any trench deeper than five (5) feet, Designer/Builder must submit and obtain District

acceptance and approval, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Designer/Builder shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Designer/Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Designer/Builder's cost of, and/or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Designer/Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Designer/Builder's cost of, or time required for, performance of any part of the work, the Designer/Builder shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Designer/Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the Parties.
10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. District shall be responsible for all costs related to testing and abating existing lead-based paint and other sources of existing lead contamination, unless Designer/Builder agrees to perform lead-based abatement work.
11. **WORKERS:** Designer/Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Designer/Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **CORRECTION OF ERRORS:** Designer/Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Designer/Builder's failure to comply with the Contract requirements and the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the approved final design shall be made without the prior written approval of the District, which the District shall complete as diligently as possible and which the District shall not unreasonably withhold. Notwithstanding the above, all requests for substitution shall be deemed granted if not objected to within fourteen (14) calendar days.
14. **DESIGNER/BUILDER SUPERVISION:** Designer/Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises by the Designer/Builder. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District shall provide to Designer/Builder uninterrupted access to the Premises and to a reasonably sufficient staging area, as further detailed in **Exhibit I**. District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Designer/Builder shall provide safe and proper facilities for such access. Without diminishing the District's obligation to provide access as required herein, the Parties acknowledge that Designer/Builder intends to install the Generating Facilities at the Sites in accordance with the Project Schedule and within the parameters as further detailed in **Exhibit I** and that the Contract Price and Contract Time are based on those parameters.

- 17. PROTECTION OF WORK AND PROPERTY:** The Designer/Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Designer/Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
- 18. CONTINUOUS UTILITY SERVICE WHILE SCHOOL IN SESSION:** Contractor shall ensure that school facilities are not without any utilities, including water, power, internet, etc., at any time while school or school-related activities are in session and, if any shutdown or interruption occurs, it shall diligently take actions to bring those facilities back on-line. All work must be closely coordinated with operations staff at the District to ensure continuity of all utility service while the school facilities are in use.
- 19. OTHER CONTRACTS/CONTRACTORS:** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with other work at the School Sites. Designer/Builder shall afford other contractors reasonable opportunity for introduction and execution of their work, if necessary, and Designer/Builder shall properly coordinate and connect Designer/Builder's Work with the work of other contractors. In addition to Designer/Builder's obligation to protect its own Work, Designer/Builder shall not interfere with or damage the work or materials of any other contractor that Designer/Builder encounters while working on the Project. Nothing herein contained shall be interpreted as granting to Designer/Builder exclusive occupancy of the Site, the Premises, or of the Project. Designer/Builder shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Designer/Builder's Contract, Designer/Builder shall coordinate with those contractor(s), person(s), and/or entity(s) and shall submit to the District a PCO based on such coordination if that coordination is different than as indicated in **Exhibit I**.
- 20. ASSIGNMENT OF CONTRACT:** The Designer/Builder shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District which shall not be unreasonably withheld or delayed. This provision shall not limit the Designer/Builder's right to subcontract portions of its Work to other entities and assign this Contract and all related contracts without the consent of the District (i) to a direct affiliate of Designer/Builder; (ii) to an entity that is controlled by, controls, or is under common control with Designer/Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.
- 21. COMPLETION:**
- 21.1. **Walk-Through as Prerequisite to Determination of Completion.** When the Designer/Builder believes that the Work is complete except for minor corrective items, it shall so notify the District in writing. Promptly thereafter, but in no event later than ten (10) days following receipt of the written notice, the District shall schedule a final walk-through of the Project by the Designer/Builder, the Inspector and the District to determine whether and to what extent the Work is complete. Any erroneous claims of completion by the Designer/Builder resulting in a premature walk-through shall be at the Designer/Builder's sole cost and expense, and the District shall be entitled to reduce its payments to the Designer/Builder under the Contract by an amount equal to any costs incurred by the District due to the erroneous claims by the Designer/Builder that the Project is complete. Minor corrective (or "punch-list") items shall be identified in the final walk-through of the Project. Notwithstanding the provisions listed prior, the District shall accept as complete the different scope of work as each is completed, at different dates, as opposed to waiting for the entire Work to be completed prior to issuance of its Acceptance of Work.
- 21.2. **District's Acceptance of Work.** The District, in its sole and reasonable discretion, may either (a) accept the Work as complete notwithstanding the need to complete minor corrective items (as distinguished from incomplete items), if the Work has otherwise been completed to the satisfaction of the District and the Inspector; (b) accept the Work as complete for some Sites only and/or to

stagger its acceptance, based on the status of the Work for each School Site; or (c) refrain from accepting the Work as complete until the entire Work and all portions thereof, including all punch-list items, have been completed to the satisfaction of the District and the Inspector. The Work shall only be accepted as complete by an action of the District's School Board ("**Completion**").

- 21.3. **Notice of Completion.** Once the District has accepted the Work as indicated herein, the District shall thereafter cause a Notice of Completion to be recorded in the County Recorder's Office.
- 21.4. **Designer/Builder's Failure to Correct Punch-List Items.** If the Designer/Builder fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the District shall withhold from the final payment owing to the Designer/Builder under the Contract an amount equal to 150% the estimated cost, as reasonably determined by the District, of each item until such time as the item is completed.
- 21.5. **Time Is of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

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

23. FORCE MAJEURE CLAUSE:

- 23.1. The term "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; epidemics, landslides, volcanic activity, terrorism, strike; loss or shortage of transportation facilities; lock-out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquake; tornado; severe storm; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid); which is beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. Any delay associated with COVID-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall be considered a Force Majeure Event if it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.
- 23.2. Neither party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of diligent efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure event, the party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the party claiming a Force Majeure event.
- 23.3. Designer/Builder is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies ("**Review Agencies**") may have to approve Designer/Builder -prepared drawings or approve a proposed installation. Designer/Builder has included in the Project Schedule, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Designer/Builder is entitled to additional time in

the Project Schedule for review of Designer/Builder's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies, if all of the following conditions have been satisfied:

- 23.3.1. The time for this review is in excess of the time expressly allocated for this review in the Project Schedule;
- 23.3.2. Designer/Builder has diligently pursued approval from the Review Agencies;
- 23.3.3. Designer/Builder's drawings and proposed installation are consistent with IR 16-8 as of the date of this Contract; and
- 23.3.4. Designer/Builder's drawings and proposed installation are consistent with Designer/Builder's pre-check(ed) ("PC") design as of the date of this Contract, where applicable, except as modified at the District's request.

24. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Designer/Builder shall defend, indemnify, and hold harmless the District, its trustees, members, agents, representatives, officers, consultants, employees, and volunteers (the "**indemnified parties**") from any and all demands, losses, liabilities, claims, suits, and actions (the "**claims**") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract to the extent the claims are caused by the negligence, recklessness, or willful misconduct of Designer/Builder. The District shall have the right to accept or reject any legal representation that Designer/Builder proposes to defend the District. However, such acceptance shall not be unreasonably withheld. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Designer/Builder to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract in strict accordance with their terms, and without limitation, any stop notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

25. PAYMENT:

- 25.1. On a monthly basis, Designer/Builder shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**") and consistent with the information in **Exhibit D**. Design/Builder will submit one invoice, broken down for each School Site.
- 25.2. Within fourteen (14) days after receipt of Design-Builder's Application for Payment, District shall notify Design-Builder in writing, if the District disputes any portion of the Application for Payment and the basis for its dispute. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Designer/Builder's obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately after written notice thereof and an opportunity to cure; (3) defective Work not remedied within a reasonable time after written notice thereof; (4) stop payment notices as allowed by state law; (5) reasonable doubt based on the Schedule of Values and Contract Schedule that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) reasonable belief of unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized deviations from the Contract; (8) failure of the Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract during the prosecution of the Work; (9) erroneous or false estimates by the Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined and documented by the District, incurred by the District for which Designer/Builder is liable under the Contract; and (11) any other sums which the District is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code

sections 7107 and 7200.

- 25.3. Within thirty (30) days after District's receipt of the Application for Payment, Designer/Builder shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed (Assuming the value of the Work performed is verified by Inspector and certified by Designer/Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld.
- 25.4. Payment for material stored on or off the School Sites is allowed at the sole discretion of the District. If allowed, proof of off-site material purchases (invoices and checks and/or bills of lading) and appropriate insurance coverage will be required. The Designer/Builder shall furnish to the District written consent from the Surety approving the advanced payment for materials stored off site. The maximum prepayment allowed by the District shall be one hundred (100%) percent of the actual value of the item being considered, less retention as indicated above. The District shall be the sole judge of fair market value. The Designer/Builder shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.
- 25.5. For its Application for Payment to be due, owing and payable, the Designer/Builder must submit an updated Project Schedule with its Application for Payment.
- 25.6. **Allowances.** For any allowances identified herein, Designer/Builder shall be permitted to charge its time, materials, and other items in the identical structure as a Change Order. Designer/Builder shall invoice only for components of the Work encompassed by the allowance description. Any unused allowance or unused portion thereof shall be deducted from the Contract Price. However, if Designer/Builder's costs exceed the allowance, the District shall reimburse Designer/Builder for such excess if approved in advance in a Change Order.

26. PERMITS, APPROVALS, AND LICENSES:

- 26.1. The Designer/Builder and all of its employees, agents, and subcontractors shall secure and maintain in force, at Designer/Builder's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed with the exception of any mitigation measures required to obtain or maintain CEQA compliance.
- 26.2. Designer/Builder is responsible for obtaining on behalf of the District and at Designer/Builder's expense, all permits and approvals (including DSA approval), required for the building, installation, and start-up of the Work hereunder which are required to complete the Project.
- 26.3. Designer/Builder is responsible for maintaining time of use (TOU) grandfathering through the interconnection agreement process with the local electric Utility (PG&E).
- 26.4. District will cooperate fully with and assist Designer/Builder's obtaining all permits and approvals required under this Contract.
- 26.5. The District is responsible for obtaining any CEQA related approvals and exemptions as applicable.
- 26.6. The District, at its own expense, is responsible for all project inspectors and any required special inspections and lab fees.

27. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Designer/Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Designer/Builder shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Designer/Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

28. [RESERVED]

29. [RESERVED]

30. PAYMENT BOND AND PERFORMANCE BOND: The Designer/Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a

Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. All performance bond liability will cease one (1) year from the completion date of the work of this Contract. The balance of any warranty or guarantee beyond one year required by District shall continue to be guaranteed solely by Designer/Builder. The payment bond liability will cease at the termination of any time required by law. Notwithstanding anything to the contrary in the Contract, the Payment (Labor and Material) Bond and the Performance Bond are not applicable to the Performance Guarantee.

31. DESIGNER/BUILDER'S INSURANCE: Designer/Builder has in force, and during the term of this Contract shall maintain in force with the minimum indicated limits, the following insurance. All policies shall contain waivers of subrogation against the District. All of Designer/Builder's insurance shall be with admitted insurance companies with an A.M. Best rating of no less than A: VII.

31.1. **Commercial General Liability Insurance.** Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard:

- \$2,000,000 per occurrence for Bodily Injury and Property Damage
- \$4,000,000 General Aggregate - other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Fire Damage

31.2. **Automobile Liability.** Coverage to be written on an occurrence form. Coverage for any auto, including all owned, hired and non-owned vehicles: combined single limit of \$1,000,000;

31.3. **Excess Liability Insurance.** Coverage to be written on an occurrence form. Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability, Auto Liability and Professional Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability:

- \$10,000,000 each occurrence
- \$10,000,000 aggregate

31.4. **Professional Liability insurance.** Coverage to be written on an occurrence-made form:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

31.5. **Workers Compensation:** Statutory limits; and

31.6. **Employers' Liability:** \$1,000,000.

- Bodily Injury by accident \$1,000,000 each accident
- Bodily Injury by disease \$1,000,000 each employee
- Bodily Injury by disease \$1,000,000 policy limit

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

obtained.

- 31.7. **Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.** Designer/Builder 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, 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 design 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. The District may require the Designer/Builder to include coverage for "earthquake(s)" and/or "flood" and Contractor shall provide the price for those additional coverages for the District's consideration prior to including or charging the District for those coverages.
32. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, the Designer/Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from date when District achieves Beneficial Use.
33. **CONFIDENTIALITY:** To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that the Parties encounter during the Project and/or pursuant to the Contract. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
34. **CONFLICT OF INTEREST:** Designer/Builder understands that its professional responsibility is solely to the District. Designer/Builder warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Contract, including, without limitation, any direct and/or indirect interest with: (an) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.
35. **COMPLIANCE WITH LAWS:** Designer/Builder shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified, including all "Interpretation(s) of Regulations" issued by DSA on or before the date of this Contract. If Designer/Builder observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Designer/Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Designer/Builder's receipt of a written termination notice from the District. If Designer/Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Designer/Builder shall bear all costs arising therefrom.
36. **DISTRICT'S RIGHT TO AUDIT:** District retains the right to review and audit, and the reasonable right of access to Designer/Builder's and any sub-consultant's premises during regular working hours with advance written notice to review and audit the Designer/Builder's compliance with the provisions of this Contract ("**District's Right**"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Designer/Builder's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 36.1. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District reasonably determines are necessary to verify that the Designer/Builder is in compliance with all requirements of this Contract.
- 36.2. If there is a claim for additional compensation or for extra Services, the District's Right includes the

right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District reasonably determines are necessary to verify all direct and indirect costs, which are claimed to have been incurred, or anticipated to be incurred.

- 36.3. The Designer/Builder shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Designer/Builder shall make available to the District for review and audit, all Project-related accounting records and documents, and any other financial data. Upon District's request, the Designer/Builder shall submit exact duplicates of originals of all requested records to the District.
- 36.4. The Designer/Builder shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all sub-consultants.
- 36.5. The Designer/Builder shall retain all Project-related records and other information with appropriate safeguards during the Term of this Contract and for a minimum of five (5) years thereafter.
- 36.6. Designer/Builder shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Designer/Builder's Project-related records and information.

37. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Designer/Builder shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- 37.1. **Claim.** The term "Claim" means a written demand by the Designer/Builder sent by registered mail or certified mail with return receipt requested for:
 - 37.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
 - 37.1.2. Payment of money or damages arising from work done by, or on behalf of, the Designer/Builder pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Designer/Builder is not otherwise entitled; or
 - 37.1.3. Payment of an amount that is disputed by the District.
- 37.2. **Submission of Claim.** A Claim arises upon the District's rejection of a request by the Designer/Builder for a Change Order. The Designer/Builder shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Designer/Builder shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Designer/Builder as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.
- 37.3. **Contents of Claim.** A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Designer/Builder under penalty of perjury and including the following language immediately above or before the Designer/Builder's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Designer/Builder recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Designer/Builder only submits Claims that it believes are true and correct, substantiated and have merit.
- 37.4. **Subcontractor Claims.** Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the

Designer/Builder submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Designer/Builder decides to submit the Subcontractor's claim to the District, Designer/Builder shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Designer/Builder's receipt of the request. In the event the Designer/Builder agrees to submit a Subcontractor's claim to the District, the Designer/Builder shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Designer/Builder shall notify the Subcontractor in writing as to whether the Designer/Builder submitted the claim to the District and, if the Designer/Builder did not submit the claim, the Designer/Builder shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Designer/Builder includes supporting documentation with such written statement, the Designer/Builder shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Designer/Builder submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Designer/Builder under penalty of perjury that includes the following language immediately above or before the Designer/Builder's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Designer/Builder] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

- 37.5. **District Review of Claim.** Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Designer/Builder a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Designer/Builder may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Designer/Builder within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- 37.6. **Meet and Confer Meeting.** If the Designer/Builder disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Designer/Builder, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Designer/Builder's written demand.
- 37.7. **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Designer/Builder a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Designer/Builder in writing, shall be submitted to

nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Designer/Builder shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

- 37.8. Pending resolution of the dispute, Designer/Builder agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- 37.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.
- 37.10. Nothing in this Contract, waives, modifies or tolls the Designer/Builder's obligation to present a timely claim under Government Code § 910, et seq.

38. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS

38.1. Designer/Builder & Subcontractor Registration

38.1.1. Designer/Builder 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.”

38.1.2. Designer/Builder 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. Designer/Builder 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. Designer/Builder represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

38.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Designer/Builder shall post job site notices, as prescribed by regulation. Designer/Builder shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

38.2. Wage Rates, Travel and Subsistence

38.2.1. 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. Designer/Builder shall obtain and post a copy of these wage rates at the job site.

- 38.2.2. 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.
- 38.2.3. Designer/Builder 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 Designer/Builder or any Subcontractor and such workers.
- 38.2.4. 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.
- 38.2.5. Pursuant to Labor Code section 1775, Designer/Builder 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 Designer/Builder or by any Subcontractor under it.
 - 38.2.5.1. The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Designer/Builder was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Designer/Builder.
 - 38.2.5.2. The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Designer/Builder has been assessed penalties within the previous three (3) years for failing to meet prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - 38.2.5.3. 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 Designer/Builder willfully violated Labor Code section 1775.
 - 38.2.5.4. 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 Designer/Builder.
- 38.2.6. 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.
- 38.2.7. 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.
- 38.2.8. Designer/Builder 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, Designer/Builder 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).

38.3. Hours of Work

- 38.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Designer/Builder 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 Designer/Builder 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 Designer/Builder 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.
- 38.3.2. Designer/Builder 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 Designer/Builder 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.
- 38.3.3. Pursuant to Labor Code section 1813, Designer/Builder 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 Designer/Builder 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.
- 38.3.4. 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 and in compliance with all requirements and restrictions of the local jurisdiction (e.g., City ordinances, County ordinances and orders, etc.).

38.4. Payroll Records

- 38.4.1. If requested by the District, Designer/Builder shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District 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 Designer/Builder and/or each Subcontractor in connection with the Work.
- 38.4.1.1. In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified.
- 38.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Designer/Builder on the following basis:
- 38.4.2.1. 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.
- 38.4.2.2. 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.
- 38.4.2.3. 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 Designer/Builder, 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 Designer/Builder.

38.4.3. 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
Designer/Builder), 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)

- 38.4.4. Designer/Builder and all Subcontractors 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.
- 38.4.5. 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 Designer/Builder awarded Contract or performing Contract shall not be marked or obliterated.
- 38.4.6. Designer/Builder 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.
- 38.4.7. In the event of noncompliance with the requirements of this section, Designer/Builder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Designer/Builder must comply with this section. Should noncompliance still be evident after the ten (10) day period, Designer/Builder 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.
- 38.4.8. It shall be the responsibility of Designer/Builder to ensure compliance with the provisions of Labor Code section 1776.

38.5. **Apprentices**

- 38.5.1. Designer/Builder 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 Designer/Builder to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- 38.5.2. 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.

- 38.5.3. 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.
- 38.5.4. 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.
- 38.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Designer/Builder 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 Designer/Builder or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
- 38.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Designer/Builder and any Subcontractor may be required to make contributions to the apprenticeship program.
- 38.5.7. If Designer/Builder 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:
 - 38.5.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;
 - 38.5.7.2. 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.
- 38.5.8. Designer/Builder and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- 38.5.9. Designer/Builder 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.
- 38.5.10. Designer/Builder 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.
- 38.6. **Non-Discrimination**
 - 38.6.1. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person, and therefore the Designer/Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Designer/Builder agrees to require like compliance by all its subcontractor(s).
 - 38.6.2. Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Designer/Builder 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.

- 38.7. **Labor First Aid.** Designer/Builder shall maintain emergency first aid treatment for its 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.
39. **ANTI-TRUST CLAIM:** Designer/Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Designer/Builder, without further acknowledgment by the Parties.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
42. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
43. **WAIVER:** A Party's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.
46. **OWNERSHIP OF CERTAIN PROPRIETARY PROPERTY RIGHTS:** District shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Designer/Builder shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair the equipment in a manner that will yield maximum energy production and/or energy consumption reductions.
47. **OWNERSHIP OF ANY EXISTING EQUIPMENT:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Designer/Builder pursuant to this Contract. If applicable, Designer/Builder shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Designer/Builder' notice, designate in writing to Designer/Builder which replaced equipment and materials that should not be disposed of off-site by Designer/Builder (the "**Retained Items**"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Designer/Builder shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Designer/Builder shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.
48. **UTILITY WORK:** District expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("**Utility**") in order for Designer/Builder to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied

under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between District and the Utility. Designer/Builder shall prepare all Interconnection Facilities documentation, and collect all Interconnection Facilities information in a time frame to ensure maximum benefit to the District and to comply with all requirements. Designer Builder shall also cooperate and assist the District in facilitating the Interconnection Facilities work.

49. ENERGY CREDITS: District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the any facilities installed on the Project ("**Generating Facilities**"). This ownership includes the production, sale, purchase or use of the energy output including, without limitation:

- 49.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under the California Solar Initiative or other incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the Generating Facilities or the energy produced from the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities.
- 49.2. All reporting rights and the exclusive rights to claim that the District is responsible for the delivery of the energy from the Generating Facilities.
- 49.3. The District is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the energy and the delivery thereof to each Energy Delivery Point.
- 49.4. The District is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.
- 49.5. District shall be the owner of and shall be entitled to all: (i) carbon reduction tonnes as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government; and (ii) "renewable energy credits," as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code, associated with the Generating Facilities, and Designer/Builder shall take such steps as District shall reasonably request to confirm District's ownership of such renewable energy credits.
- 49.6. Design/Builder is not responsible for compliance, certification, reporting, or other requirements associated with the sale, ownership, rights, or certifications for these energy credits, but Design/Builder will provide advice and consultation to the District as requested.
- 49.7. Design/Builder shall use data collection, monitoring and reporting system components capable of meeting Western Renewable Energy Generation Information System (WREGIS) compliant reporting requirements.

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

timeline associated with standard progress invoicing and payments.

51. RESPONSIBILITIES OF THE DISTRICT

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

52. LIABILITY OF PARTIES

- 52.1. Other than as provided in this Contract, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.
- 52.2. District shall not be responsible for any damage to persons or property as a result of the Designer/Builder's use, misuse or failure of any equipment used by Designer/Builder, or by its employees, even though such equipment be furnished or loaned to Designer/Builder by District.
- 52.3. Except with respect to (1) Liquidated Damages; (2) any claim covered by Designer/Builder's insurance required pursuant to this Contract (up to the applicable limits set forth herein); (3) Designer/Builder's indemnification obligations under this Contract from claims of third party(ies); (4) the Performance Guarantee; and (5) any damage due to Designer/Builder's gross negligence or willful misconduct pursuant to this Contract, neither Designer/Builder, nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.

53. PERFORMANCE GUARANTEE. Designer/Builder hereby guarantees to District guaranteed energy output from each System as indicated in the attached **Exhibit G** (Performance Guarantee Parameters and Energy Output Data) ("**Performance Guarantee**"). The Performance Guarantee is only excused by the terms of **Exhibit G** and pursuant to its obligations under the Operations & Maintenance Contract, attached hereto as **Exhibit B**.

NONCOLLUSION DECLARATION
(Public Contract Code § 7106)

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The Designer/Builder has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. The Designer/Builder has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. The Designer/Builder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of the Designer/Builder or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. The Designer/Builder has not, directly or indirectly, submitted his or her Contract 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 or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Designer/Builder 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 Designer/Builder.

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: _____
Proper Name of Designer/Builder: _____
Signature: _____
Print Name: _____
Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

CERTIFICATIONS TO BE COMPLETED BY DESIGNER/BUILDER

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 Designer/Builder,
- 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 Designer/Builder 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 Designer/Builder'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 Designer/Builder 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 Designer/Builder's expense at no additional cost to the District.

The Designer/Builder must immediately notify the District within two (2) Business Days, if the Designer/Builder finds and before it disturbs, any material that the Designer/Builder 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 Designer/Builder that:

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

(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 Designer/Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Designer/Builder 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.

Designer/Builder, 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) **Designer/Builder's Liability**

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

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

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

The Designer/Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Designer/Builder.

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 Designer/Builder, 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.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ **[Your Name]**, _____ **[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, _____ **[Your Name]**, _____ **[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, _____ **[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"): _____
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.
-

☐ **Iran Contracting Act Certification (Public Contract Code § 2204)**

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

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

- ☐ 1. Designer/Builder's Contract Price is less than one million dollars (\$1,000,000).
OR
☐ 2. Designer/Builder's Contract Price is one million dollars (\$1,000,000) or more,

but Designer/Builder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Designer/Builder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- ☐ 3. Designer/Builder's Contract Price is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Designer/Builder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with the Agreement.**

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

☐ **Criminal Background Investigation / Fingerprinting Certification**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Designer/Builder, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Designer/Builder; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

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

☐ The Designer/Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Designer/Builder's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("**DOJ**") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at:) 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 Designer/Builder's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____ **Title:** _____

☐ The Work on the Contract is at an unoccupied school site and no employee and/or

subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Designer/Builder 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/>).

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Designer/Builder to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: _____

Proper Name of Designer/Builder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("**Board**") of the **Mountain View Whisman School District** ("**District**") and **ENGIE Services U.S. 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:

_____ (Project Name)

("Project" or "Contract")

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

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

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

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

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

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

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

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

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

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

(Affix Corporate Seal)

_____, Inc.
Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("**Board**") of the Mountain View Whisman School District ("**District**") and **ENGIE Services U.S. Inc. ("**Principal**")** have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

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

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

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

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

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

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

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

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

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

(Affix Corporate Seal)

_____, Inc.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

Exhibit A

SCOPE OF WORK

Article 1. ASSESSMENT. Designer/Builder shall prepare an analysis of the site and suggest the best option, in its professional opinion, for photovoltaic (PV) panel design and installation at the Sites.

Article 2. DESIGN SERVICES

- 2.1. During the Design and Construction Phases of the Project, Designer/Builder will meet with District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.
- 2.2. During the course of the Work, and at least weekly, Designer/Builder will provide reports to the District of the general status and progress of the Work.
- 2.3. Although the Parties acknowledge that the Designer/Builder's Services are not completely severable between design, procurement, installation, construction, commissioning, and training, the following scopes of services will be generally referred to as the Services that the Designer/Builder shall perform during the design phase of the Work for the scopes of work for which Designer/Builder is designing the Project, which are the following portions of the Project:

Design, Installation, and Construction of a 1,589.3 kWdc (first year energy production of 2,535,893 kilowatt hours) Photovoltaic Entire System at the Sites, as further described herein below, and similar in size, appearance, and structure as indicated in Exhibit F:

Benjamin Bubb Elementary School

System Size (DC kW): 118.4 kWdc Site Total

System Size (AC kW): 96.0 kWac Site Total

System Location: Playground at the center of the Benjamin Bubb Elementary School campus, shade structure south and east of school buildings.

Modules: [manufacturer and model number] LG 420N2W-V5; two hundred eighty-two (282)

Expected Energy: Year 1 Total = 185,411 kWh
25-Year Total = 4,367,533 kWh

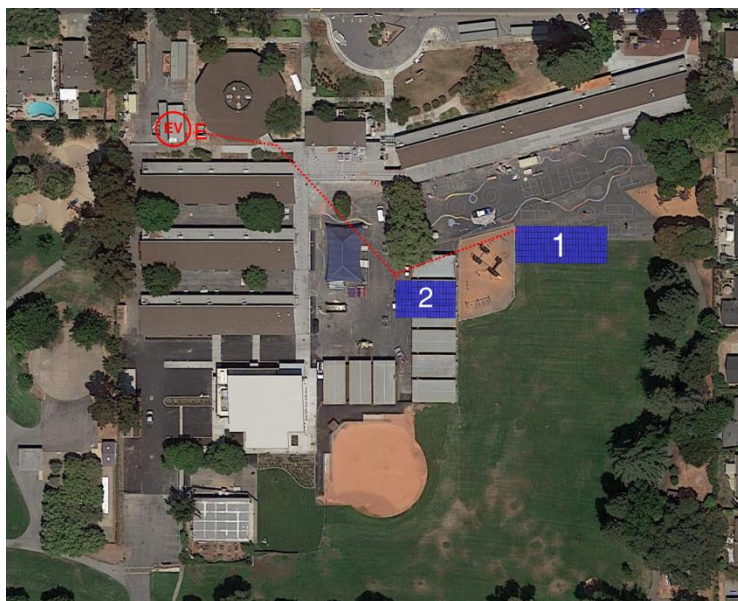
Inverter: Chint Power Systems: One (1) SCA36KTL-DO/US-480 and one (1) SCA60KTL-DO/US-480, or equivalent

Structure: Two (2) fixed tilt dual-cantilever carport DSA pre-checked structures or better.
Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) seven (7) exposed concrete bollards above grade; (iii) 180 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Provide and install five (5) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies, one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Main Electrical Meter # 1006731962 (“**Delivery Point**”)

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot immediately adjacent to the main switchgear. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



To the extent that any tree trimming is necessary to install the solar arrays or EV Charging Stations, Designer/Builder is responsible for the cost of the initial trimming.

Crittenden Middle School

System Size (DC kW): 173.9kWdc Site Total

System Size (AC kW): 146.0kWac Site Total

System Locations: Parking lot at Crittenden Middle School, shade structure north of the Auditorium building along Rock St; and rooftops of Auditorium and Library/Classrooms buildings.

Modules: LG 420N2W-V5; four hundred fourteen (414) PV modules or better

Expected Energy: Year 1 Total = 285,911 kWh
 25-Year Total = 6,734,905 kWh

Inverter: [manufacturer and model number]

- Fronius International: One (1) Symo Advanced 24.0-3 480, or equivalent
- Chint Power Systems: Two (2) SCA36KTL-DO/US-480 and one (1) SCA50KTL-DO/US-480, or equivalent

Carport Structure: One (1) fixed tilt single-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) seven (7) exposed concrete bollards above grade; (iii) 181 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Rooftop: Two (2) fixed-tilt rooftop arrays. Expected characteristics: (i) 181 degree azimuth; and (ii) up to 10 degree tilt.

Provide and install six (6) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Main Electrical Meter # 1009536784 ("**Delivery Point**")

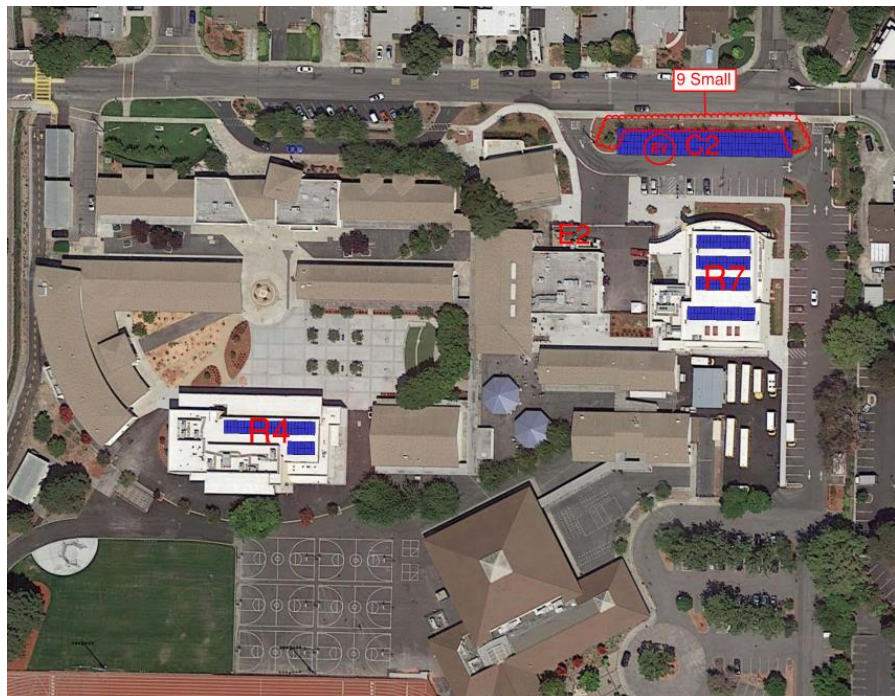
Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot north of the Auditorium building underneath the carport structure C2. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove two (2) light poles and demolish light pole bases as required. Bases shall be taken to 6" below grade and patched to match the surrounding areas.

Remove nine (9) small trees from the vicinity of Array C2, as clouded in the layout below. In place of the trees that are being removed, Designer/Builder will plant nine (9) new trees in a location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new trees.

To the extent that any tree trimming is necessary to install the solar arrays or EV Charging Stations, Designer/Builder is responsible for the cost of the initial trimming.



Edith Landels Elementary School

System Size (DC kW): 121.4kWdc Site Total

System Size (AC kW): 100.0kWac Site Total

System Locations: Playground at the center of the Edith Landels Elementary School campus, shade structures south and east of school buildings.

Modules: LG 420N2W-V5; two hundred eighty-nine (289) PV modules or better

Expected Energy: Year 1 Total = 187,632 kWh
 25-Year Total = 4,419,852 kWh

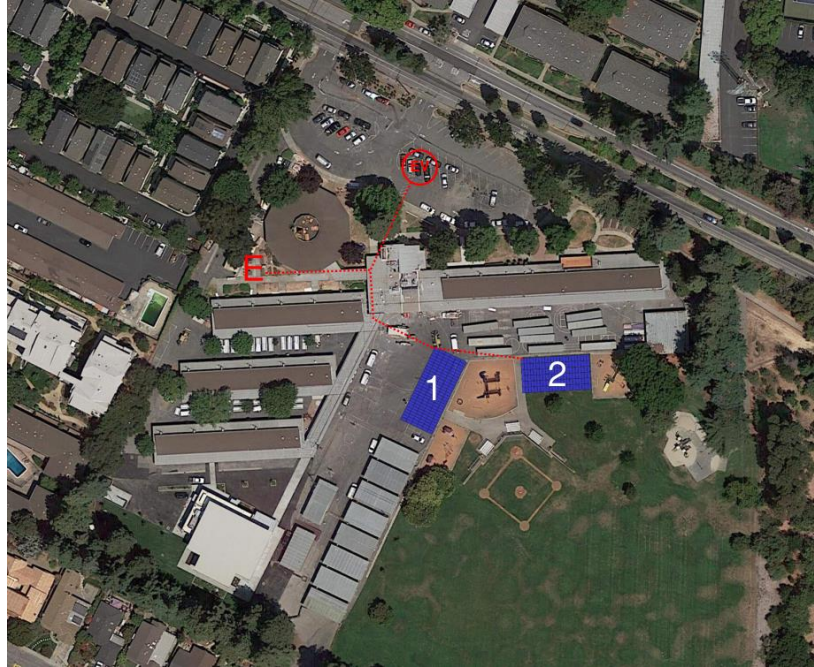
Inverter: Chint Power Systems: Two (2) SCA50KTL-DO/US-480, or equivalent

Two (2) fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) eight (8) exposed concrete bollards above grade; (iii) 115 and 177 degree azimuths; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Provide and install six (6) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

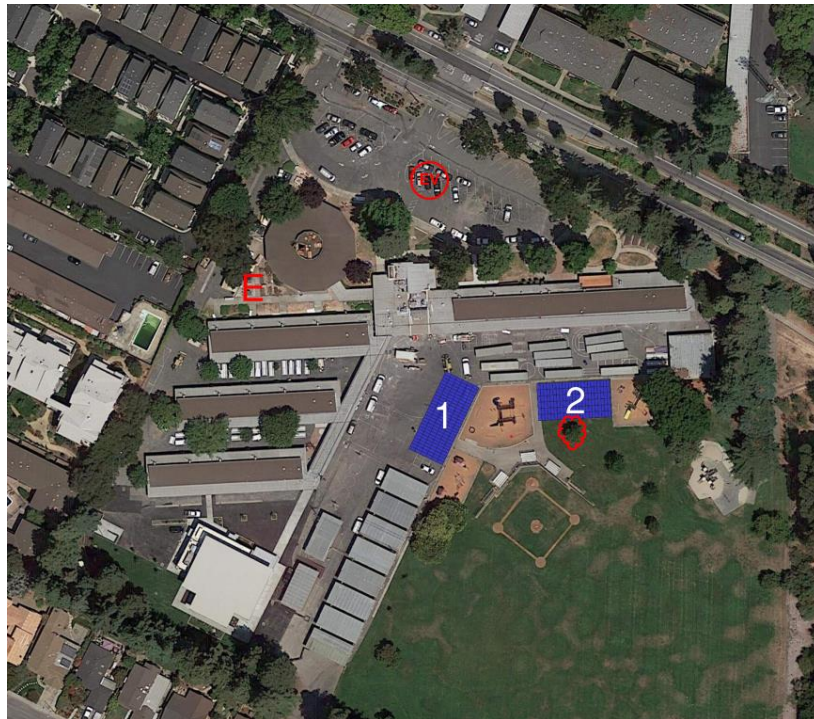
Point of Interconnection: Main Electrical Meter # 1009543242 ("**Delivery Point**")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the front parking lot northeast of the main school entrance. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove one (1) small tree south of Array 2, as clouded in the layout below. In place of the tree that is being removed, Designer/Builder will plant one (1) new tree in a location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new tree.

To the extent that any tree trimming is necessary to install the solar arrays or EV Charging Stations, Designer/Builder is responsible for the cost of the initial trimming.



Frank L. Huff Elementary School

System Size (DC kW): 109.6kWdc Site Total

System Size (AC kW): 86.0kWac Site Total

System Locations: Playground at the center of the Frank L. Huff Elementary School campus, shade structures south and east of school buildings.

Modules: [manufacturer and model number] LG 420N2W-V5; two hundred sixty-one (261) PV modules or better

Expected Energy: Year 1 Total = 171,912 kWh
 25-Year Total = 4,049,550 kWh

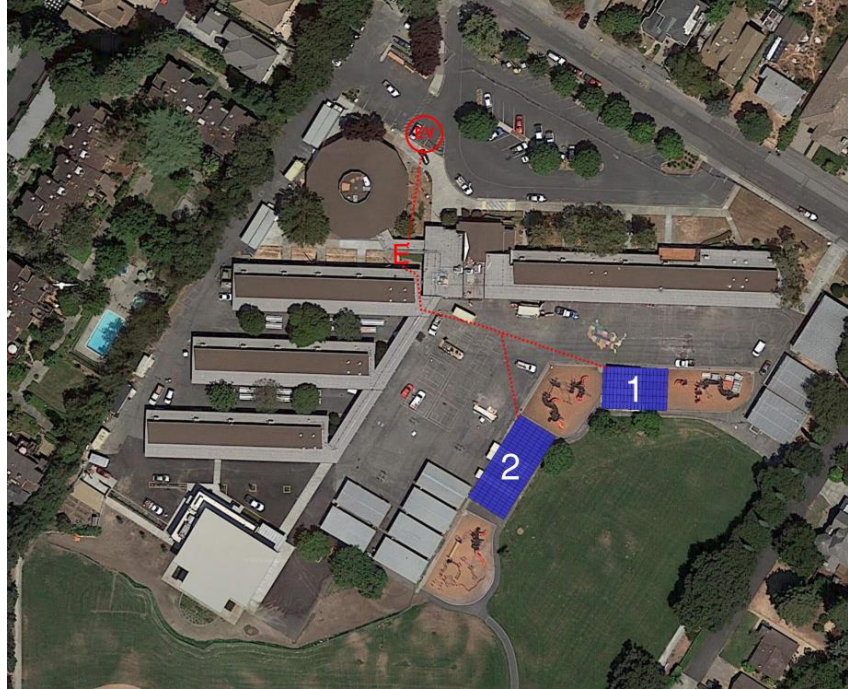
Inverter: Chint Power Systems: One (1) SCA36KTL-DO/US-480 and one (1) SCA50KTL-DO/US-480, or equivalent

Two (2) fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) seven (7) exposed concrete bollards above grade; (iii) 182 and 122 degree azimuths; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Provide and install five (5) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

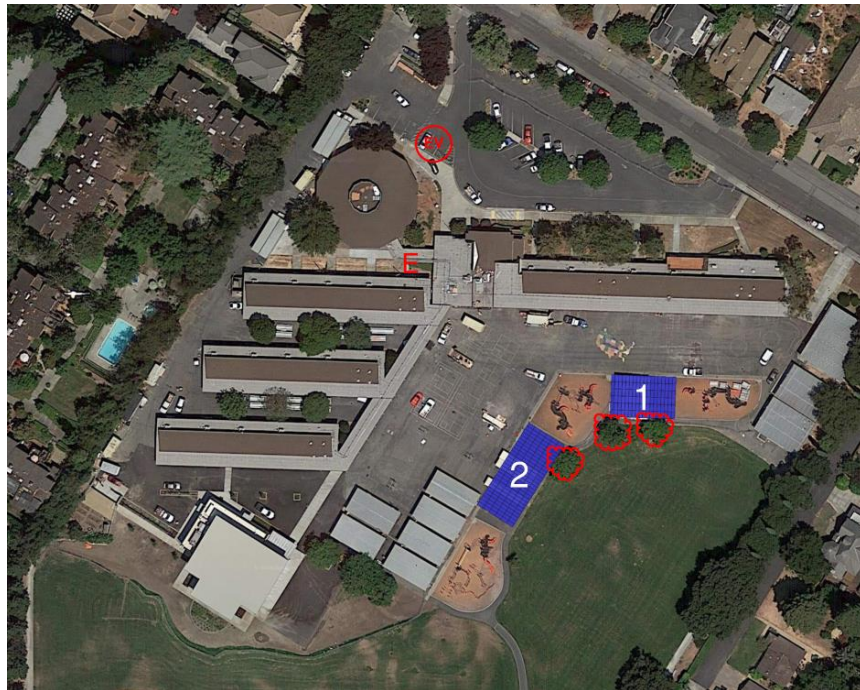
Point of Interconnection: Main Electrical Meter # 1009543262 ("**Delivery Point**")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the front parking lot northwest of the main school entrance. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove three (3) trees from south of Array 1 and east of Array 2, as clouded in the layout below. In place of the trees that are being removed, Designer/Builder will plant three (3) new trees in a location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new trees.

To the extent that any tree trimming is necessary to install the solar arrays or EV Charging Stations, Designer/Builder is responsible for the cost of the initial trimming.



Graham Middle School

System Size (DC kW): 346.9kWdc Site Total

- 275.5kWdc Main Meter
- 71.4kWdc Secondary Meter

System Size (AC kW): 300.0kWac Site Total

- 240.0kWac Main Meter
- 60.0kWac Secondary Meter

System Locations: Parking lots and playground at Graham Middle School campus, with shade structures in the parking lot north of Unit 11 classroom building, in the parking lot north of Unit 17, in the District Corp Yard parking lot, and in the playground area north of the track to the east of Unit 14 classroom building.

Modules: LG 420N2W-V5; eight hundred twenty-six (826) PV modules or better

Expected Energy: Year 1 Total = 560,679 kWh Total

- 445,065 kWh Main Meter
- 115,614 kWh Secondary Meter

25-Year Total = 13,207,325 kWh Total

- 10,483,926 kWh Main Meter
- 2,723,399 kWh Secondary Meter

Inverter: Chint Power Systems: Five (5) SCA60KTL-DO/US-480, or equivalent

Main Meter

One (1) fixed tilt single-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) eight (8) exposed concrete bollards above grade; (iii) 201 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

One (1) fixed tilt dual-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) four (4) exposed concrete bollards above grade; (iii) 232 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Two (2) fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) eight (8) exposed concrete bollards above grade; (iii) 185 degree azimuth; (iv) up to 7 degree tilt; and (v) 14 foot clearance.

Secondary Meter

One (1) fixed tilt dual-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) four (4) exposed concrete bollards above grade; (iii) 200 degree azimuth; (iv) up to 7 degree tilt; and (v) 14 foot clearance.

Provide and install nineteen (19) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Electrical Meter #s 1004576491 (Main) and 1009543239 (Secondary)
("Delivery Points")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot by the Unit 17 structure underneath Array 2. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove one (1) light pole and demolish light pole base as required. Base shall be taken to 6" below grade and patched to match the surrounding areas.

Remove six (6) small trees from south of Array 1 and north of Array 4, and four (4) medium trees from northwest of Array 2 and north of Array 4, as clouded in the layout below. In place of the trees that are being removed, Designer/Builder will plant ten (10) new trees in a location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new trees.

To the extent that any tree trimming is necessary to install the solar arrays or EV Charging Stations, Designer/Builder is responsible for the cost of the initial trimming.



Gabriela Mistral / Mariana Castro Elementary School

System Size (DC kW): 98.3kWdc Site Total

System Size (AC kW): 86.0kWac Site Total

System Locations: Parking lot and playground at the Gabriela Mistral / Mariana Castro Elementary School campus, with shade structures in Parking Lot A and in the playground area southwest of the Library.

Modules: LG 420N2W-V5; two hundred thirty-four (234) PV modules or better

Expected Energy: Year 1 Total = 157,661 kWh
 25-Year Total = 3,713,855 kWh

Inverter: Chint Power Systems: One (1) SCA36KTL-DO/US-480 and one (1) SCA50KTL-DO/US-480, or equivalent

One (1) fixed tilt single-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) five (5) exposed concrete bollards above grade; (iii) 115 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

One (1) fixed tilt dual-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) three (3) exposed concrete bollards above grade; (iii) 207 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Provide and install six (6) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Electrical Meter # 1010282516 ("**Delivery Point**")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in Parking Lot A underneath Array 2 and one (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in Parking Lot C. EV charging stations shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove four (4) light poles and demolish light pole bases as required. Bases shall be taken to 6" below grade and patched to match the surrounding areas.

Remove one (1) tree from north of Array 2, as clouded in red in the layout below. In place of the tree that is being removed, Designer/Builder will plant one (1) new tree in a location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new tree.

In order to maintain trees as much as possible and ensure maximum and guaranteed solar photovoltaic system generation, District will be responsible for regular tree trimming and maintenance of the trees southwest of Array 1, as clouded in orange in the layout below, to not grow above 30 feet in height. However, Designer/Builder is responsible for any initial trimming required at the time of array or EV Charging installation.



Monta Loma Elementary School

System Size (DC kW): 147.0kWdc Site Total

- 75.6kWdc Main Meter
- 71.4kWdc Secondary Meter

System Size (AC kW): 120.0kWac Site Total

- 60.0kWac Main Meter
- 60.0kWac Secondary Meter

System Locations: Playground at Monta Loma Elementary School, shade structure south of Classroom Building N; and rooftops of the Classroom Building L and Classroom Building N buildings.

Modules: LG 420N2W-V5; three hundred fifty (350) PV modules or better

Expected Energy: Year 1 Total = 236,026 kWh Total

- 120,156 kWh Main Meter
- 115,870 kWh Secondary Meter

25-Year Total = 5,559,819 kWh Total

- 2,830,390 kWh Main Meter
- 2,729,429 kWh Secondary Meter

Inverter: Chint Power Systems: Two (2) SCA60KTL-DO/US-480, or equivalent

Main Meter

Rooftop: Two (2) fixed-tilt rooftop arrays. Expected characteristics: (i) 206 and 217 degree azimuths; and (ii) up to 5 degree tilt.

Secondary Meter

Carport Structure: One (1) fixed tilt dual-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) four (4) exposed concrete bollards above grade; (iii) 185 degree azimuth; (iv) up to 7 degree tilt; and (v) 14 foot clearance.

Provide and install three (3) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Main Electrical Meter #s 1009537883 (Main) and 1006733596 (Secondary) ("**Delivery Points**")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot north of Admin Building E. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove two (2) small trees from south of Rooftop Array 1 and four (4) medium trees from south of Canopy Array 1, as clouded in the layout below. In place of the trees that are being removed, Designer/Builder will plant six (6) new trees in a location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new trees.

To the extent that any tree trimming is necessary to install the solar arrays or EV Charging Stations, Designer/Builder is responsible for the cost of the initial trimming.



Stevenson Elementary School / District Office

System Size (DC kW): 166.3kWdc Site Total

System Size (AC kW): 133.0kWac Site Total

System Locations: Parking lot and playground at the Stevenson Elementary School / District Office campus, with shade structures in the parking lot south of Classroom Building D and west of Building E, and in the playground area between Classroom Buildings B and C.

Modules: [manufacturer and model number] LG 420N2W-V5; three hundred ninety-six (396) PV modules or better

Expected Energy: Year 1 Total = 269,672 kWh
 25-Year Total = 6,352,380 kWh

Inverter:

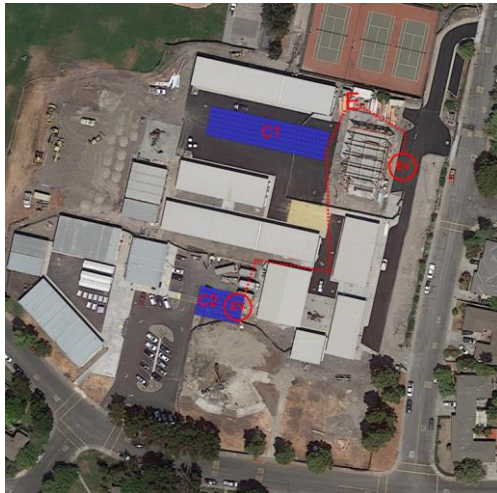
- SMA Solar: One (1) SMA STP 33-US-41, or equivalent
- Chint Power Systems: Two (2) SCA50KTL-DO/US-480, or equivalent

Two (2) fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) ten (10) exposed concrete bollards above grade; (iii) 192 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Provide and install eight (8) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Electrical Meter # 101026302 ("**Delivery Point**")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot south of Classroom Building D and west of Building E under Array 2, and one (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot east of the MUR Building F under Array 3. EV charging stations shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove two (2) light poles and demolish light pole bases as required. Bases shall be taken to 6" below grade and patched to match the surrounding areas.

To the extent that any tree trimming is necessary to install the solar arrays or EV Charging Stations, Designer/Builder is responsible for the cost of the initial trimming.

Theuerkauf Elementary School

System Size (DC kW): 224.3kWdc Site Total

System Size (AC kW): 203.0kWac Site Total

System Locations: Playground at Theuerkauf Elementary School, with a shade structure south of the classroom buildings; and rooftops on various classroom buildings.

Modules: LG 420N2W-V5; five hundred thirty-four (534) PV modules or better

Expected Energy: Year 1 Total = 356,654 kWh
 25-Year Total = 8,401,325 kWh

Inverter: [manufacturer and model number]

- SMA Solar: One (1) STP12000LT-US-10, or equivalent
- Fronius International: One (1) Symo Advanced 15.0-3 480 and one (1) Symo Advanced 20.0-3 480, or equivalent
- Chint Power Systems: One (1) SCA36KTL-DO/US-480 and two (2) SCA60KTL-DO/US-480, or equivalent

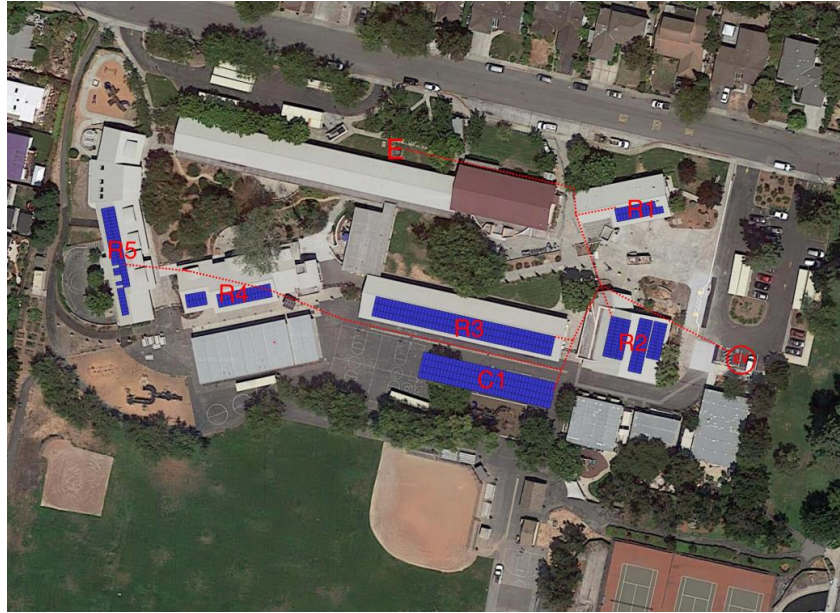
Carport Structure: One (1) fixed tilt single-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) six (6) exposed concrete bollards above grade; (iii) 193 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Rooftop: Five (5) fixed-tilt rooftop arrays. Expected characteristics: (i) 103, 168, 169, 193, 260, and 282 degree azimuths; and (ii) up to 5 degree tilt.

Provide and install five (5) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Main Electrical Meter # 1010108179 ("**Delivery Point**")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot on the east side of campus. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove three (3) small trees from east of Canopy Array C1, five (5) medium trees from east of Rooftop Array R2 and west of Rooftop Array R5, and four (4) large trees from west of Rooftop Array R5 and south of Canopy Array C1, as clouded in red in the layout below. In place of the tree that is being removed, Designer/Builder will plant twelve (12) new trees in a location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new trees.

In order to maintain trees as much as possible and ensure maximum and guaranteed solar photovoltaic system generation, District will be responsible for regular tree trimming and maintenance of the trees south of Canopy Array C1, as clouded in orange in the layout below, to not grow above 20 feet in height. District will also be responsible for regular tree trimming and maintenance of the three (3) redwood trees west of Rooftop Array R5, as clouded in orange in the layout below, to not grow above 30 feet in height. However, Designer/Builder is responsible for any initial trimming required at the time of array or EV Charging Station installation.



Vargas Elementary School

System Size (DC kW): 83.2kWdc Site Total

System Size (AC kW): 66.0kWac Site Total

System Locations: Playground at the Vargas Elementary School campus, with a shade structure in the playground area west of MUR Building C.

Modules: LG 420N2W-V5; one hundred ninety-eight (198) PV modules or better

Expected Energy: Year 1 Total = 124,335 kWh
 25-Year Total = 2,928,830 kWh

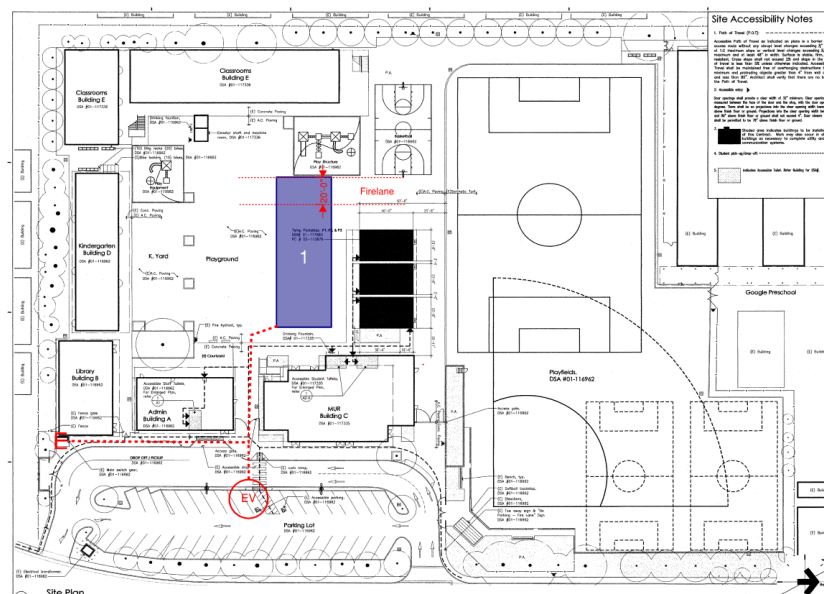
Inverter: SMA Solar: Two (2) STP 33-US-41, or equivalent

One (1) fixed tilt dual-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) five (5) exposed concrete bollards above grade; (iii) 195 degree azimuth; (iv) up to 7 degree tilt; and (v) 14 foot clearance.

Provide and install four (4) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Main Electrical Meter # TBD ("**Delivery Point**")

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in the parking lot on the east side of campus. EV charging station shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



2.4. Electrical Vehicle Charging Stations Scope of Work. Designer/Builder shall:

- 2.4.1. Install electric vehicle charging stations with tie-ins to existing electrical panels. Quantities and locations are provided per site below.
- 2.4.2. Follow DSA requirements for accessibility and ADA standards pertaining to the footprint of the immediate parking stalls and tying into existing paths of travel. Prepare and submit design drawings to DSA for Access approval.
- 2.4.3. Aluminum wire will be used from the charging station to the point of connection at the site's electrical panel.
- 2.4.4. Provide As-Built drawings and Operations & Maintenance manuals upon project completion.
- 2.4.5. Start-up, test, and commission the systems in accordance with design plan, with manufacturer recommendations and requirements, and with applicable standards.
- 2.4.6. Establish and set up for the District, with the District's cooperation and approval, an ongoing network services for the charging stations with a 3rd party provider.
- 2.4.7. Establish and set up for the District, with the District's cooperation and approval, a billing structure to allow the District to capture revenue associated with the charging stations.
- 2.4.8. There may be rebate or incentive programs available for charging stations in the future. Therefore, Designer/Builder shall use good faith efforts to identify and apply to relevant rebate or incentive programs on behalf of the District.
- 2.4.9. Any and all ongoing network fees are the responsibility of the District, and are excluded from Designer/Builder's Scope of Work.

2.5. Scope, Responsibilities, and Services of Designer/Builder

- 2.5.1. Designer/Builder shall provide Services that shall comply with professional architectural and engineering standards, recognized industry standards for professional skill and judgment, and applicable requirements of federal, state, and local law.
- 2.5.2. **Storm Water.** Designer/Builder acknowledges that all California school districts are now obligated to develop and implement storm water requirements and Designer/Builder will comply with all applicable storm water requirements as indicated in Exhibit I.
- 2.5.3. Designer/Builder shall contract for or employ at Designer/Builder's expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone consultants as necessary, licensed as required by the State of California. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Designer/Builder under terms of the Contract.
- 2.5.4. The District shall provide to Design/Builder information and documentation that the District currently has related to the School Sites including geotechnical reports, topographic surveys, and related items. If Designer/Builder determines that the information or documentation the District provides is insufficient for purposes of design or if the Designer/Builder believes it needs additional information, including a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; and/or tests for anticipating subsoil conditions, the Designer/Builder shall procure those items, at its expense, that it determines are required to complete the Project.

- 2.5.5. Designer/Builder shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work on the School Sites.
- 2.5.6. Designer/Builder shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.5.6.1. Construction Documents must be reviewed and approved by the DSA. Designer/Builder shall be responsible for obtaining all DSA approvals and shall account for DSA requirements in their system designs, project pricing, and schedule. Designer/Builder represents to the District that it has a complete and accurate understanding of DSA requirements.
- 2.5.7. Designer/Builder shall be held solely responsible for obtaining approvals from the District, including revising designs as necessary until they are given approval by the District and all other required entities and organizations. System design shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations for construction projects of jurisdictions with authority over the District. Designer/Builder is responsible for providing designs approved by professionals of all necessary disciplines, each duly licensed in the State of California. Designer/Builder's designs shall conform to the District's determination of aesthetics, and the designs must not conflict with any current District operations.
- 2.5.8. Designer/Builder shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project, if applicable.
- 2.5.9. Designer/Builder shall coordinate with the District's DSA Project Inspector(s) and special testing laboratories, both to be selected and hired directly by the District.
- 2.5.10. Designer/Builder shall provide pictures downloaded to computer files, updated as requested by the District that the District may use on its website. Pictures shall be limited to Designer/Builder's Project scope.
- 2.5.11. As part of the basic Services pursuant to this Contract, Designer/Builder is NOT responsible for the following, however, it shall coordinate and integrate its work with any of the following information and/or services provided by District:
 - 2.5.11.1. Ground or building contamination or hazardous material analysis, testing, design, or abatement
 - 2.5.11.2. Any asbestos and/or lead testing, design, or abatement.
 - 2.5.11.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Designer/Builder agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Designer/Builder when reasonably required for incorporation into the Project design, the Designer/Builder may invoice the District for the work required to incorporate those mitigation measures as a change order.

- 2.5.11.4. Historical significance report.
- 2.5.11.5. Re-zoning: it is assumed that the proposed locations are zoned for solar electric installations and no delays will occur due to zoning issues.
- 2.5.11.6. Easement adjustments: it is assumed that no roads, bridges, utility power lines, local CC&R's, etc., will be of such a nature as to disrupt the solar installation and no delays will occur due to easement issues.
- 2.5.11.7. As-built drawings for existing rooftop structures. If District does not have sufficient documentation available to meet DSA's requirements, Designer/Builder shall notify the District. If agreed to by the Parties and only for a District-approved amount, the Designer/Builder will create these documents as an extra Service.

2.6. Designer/Builder Staff

- 2.6.1. The Designer/Builder has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 2.6.2. The Designer/Builder shall not change any of the key personnel without prior written approval by District, unless said personnel cease to be employed by Designer/Builder. In either case, District shall be allowed to interview and approve replacement personnel. Such approval shall not be unreasonably withheld.
- 2.6.3. If any designated lead or key person fails to perform to the reasonable satisfaction of the District, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to the District.
- 2.6.4. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

2.7. Ownership of Data

- 2.7.1. Pursuant to Education Code section 17316, this Contract creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepares or causes to be prepared pursuant to this Contract, limited to this Work.
- 2.7.2. The Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepares or causes to be prepared pursuant to this Contract.
- 2.7.3. The Designer/Builder shall perform the Services and prepare all documents under this Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Designer/Builder shall deliver to the District, on request, by tape, "thumb" drive, compact disc and/or Box file hosting service (at the District's option), and compatible with AutoCAD and/or Adobe Portable Document Format (at the District's option).
- 2.7.4. Following the termination of this Contract, for any reason whatsoever, the Designer/Builder shall promptly deliver to the District upon written request the following items (hereinafter "**Instruments of Service**") in electronic format (Microsoft Word), unless otherwise indicated, assuming the District has made all payments to Designer/Builder as required by the termination provisions in this Contract.
 - 2.7.4.1. One set of the Contract, including the bidding requirements, specifications, and

- all existing cost estimates for the Project, in hard copy, reproducible format.
- 2.7.4.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract.
 - 2.7.4.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 2.7.4.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Designer/Builder under this Contract.
- 2.7.5. In the event the District changes or uses any fully or partially completed documents without the Designer/Builder's knowledge or participation, the District agrees to release Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold the Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Designer/Builder's full involvement, the District shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder's consultants.
- 2.8. **Certificate of Designer/Builder.** Designer/Builder certifies that the Designer/Builder is properly certified and licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

Article 3. DESIGN SERVICES BY PHASE

- 3.1. **Early Design Phase(s).** Designer/Builder agrees to provide the services described below:
- 3.2. Designer/Builder shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Designer/Builder under the Contract as well as coordination with all Master plans, studies, reports and other information provided by District. Designer/Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 3.3. The District shall provide all information available to it to the extent the information relates to Designer/Builder's scope of work. This information shall include, if available,
- 3.3.1. Physical characteristics;
 - 3.3.2. Legal limitations and utility locations for the Project site(s);
 - 3.3.3. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 3.3.4. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - 3.3.5. Surveys, reports, as-built drawings;
 - 3.3.6. Subsoil data, chemical data, and other data logs of borings;
 - 3.3.7. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of Work.
- 3.4. **Schematic Design / Design Development Phase.** The Designer/Builder shall prepare for the District's

review a design report, containing the following items if applicable to the Project scope, as follows:

- 3.4.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be specific task responsibilities of the Designer/Builder, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.4.2. Solar structure layout at the School Sites.
- 3.4.3. **Structural**
 - 3.4.3.1. Structural drawing with all major members located and sized.
 - 3.4.3.2. Layout structural and identify structural systems
 - 3.4.3.3. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.
- 3.4.4. **Landscape and Hardscape**
 - 3.4.4.1. Trees to be removed within the construction area will be identified in a layout during this phase. Designer/Builder will assist the District in identifying other potential trees it may be required to remove to prevent shading that will impact power generation of the System(s) in areas outside the construction area
- 3.4.5. **Presentation**
 - 3.4.5.1. Designer/Builder shall present and review with the District the detailed design information and deliverables for this phase.
- 3.5. **Construction Documents Phase.** Upon District's acceptance of Designer/Builder's work in the previous Phase and assuming District has not delayed or terminated the Contract, the Designer/Builder shall prepare from the accepted deliverables from the previous design phase a set of 90% complete construction documents for submission to DSA and for review by the District, and which will consist of the following for each proposed System within Designer/Builder's scope of work:
 - 3.5.1. **Architectural**
 - 3.5.1.1. Completed Site plan.
 - 3.5.1.2. Architectural details completed.
 - 3.5.1.3. Site utility plans completed.
 - 3.5.1.4. Fixed equipment details and identification completed.
 - 3.5.2. **Structural**
 - 3.5.2.1. Structural calculations completed.
 - 3.5.3. **Mechanical**
 - 3.5.3.1. Complete energy production calculations and report.
 - 3.5.4. **Landscape and Hardscape**
 - 3.5.4.1. Unless agreed to in writing in advance by the District, Designer/Builder shall indicate for areas under and around each new structure, fencing, and parking lot, the Work it will perform to return each Site to its practical, presentable and functional condition(s), consistent with the surrounding area. This includes, unless inappropriate, paving where surrounding areas are paved and planting

where surrounding areas have planting, but excludes replanting of trees and plants removed to allow construction of the System.

- 3.5.4.2. Beyond what is identified in the Scope of Work, Designer/Builder shall identify trees and plants within the construction area and trees outside the construction area that may need to be removed, and shall notify the District in advance of the trees and plants that Designer/Builder intends to be removed so the District can determine whether it wishes Designer/Builder to replace the tree(s) or plant(s) at a one to one ratio (1:1).

3.5.5. **Deliverables and Numbers of Copies**

- 3.5.5.1. Designer/Builder shall provide to the District a copy of the following items produced in this phase, as follows:

- 3.5.5.1.1. One electronic copy of reproducible copies of working drawings;
- 3.5.5.1.2. **One** hard copy of final drawing set.
- 3.5.5.1.3. One electronic copy of engineering calculations;
- 3.5.5.1.4. One electronic copy and one hard copy of statement of requirements for testing and inspection of service for compliance with applicable codes;
- 3.5.5.1.5. One electronic copy of DSA file including all correspondence, meeting, back check comments, checklists to date, as applicable.
- 3.5.5.1.6. Any electronic copies of documents shall be delivered to the District through a shareable document service such as DropBox, and organized into folders in a readily understandable manner that best enables the easiest retrieval and access to the documents. No file dumps, please.

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

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

Article 4. DESCRIPTION OF WORK AND SERVICES BY SCOPE

- 4.1. **General.** Designer/Builder shall design, install, and construct the Work at the School Sites. The Entire System shall be installed to conform to Title 24, all Division of the State Architect ("DSA") requirements, the latest adopted (as of the date of this Contract) versions of the International Building Code (IBC), National Electrical Code (NEC), the Utility's Interconnection Requirements, and all other federal, state, and local jurisdictions having authority. Designer/Builder's Work shall include:

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

- 4.1.2. Criteria for beneficial use as defined in the Contract.
- 4.1.3. Installation of elevated solar structures allowing parking below and traffic circulation between canopies, that shall provide a minimum of twelve (12) feet clearance beneath each canopy. Structures shall be limited to the areas generally indicated on the site plans provided in **Exhibit F**, unless changes to locations are mutually agreed upon by the District and Designer/Builder.
- 4.1.4. Installation of electrical equipment pad and utility tie-ins shall be limited to the areas generally indicated on the site plans at or before the Design Development Phase, subject to approval by the District. To the extent practical, the selection of the final location will consider methods to block the view of the electrical equipment from offsite public areas.
- 4.1.5. Removal of light standards in areas with solar structure(s) and replacement with lighting attached to the underside of the solar structure(s). Existing lighting circuits can be re-used for PV Array support structures lighting system and those existing circuits have ample current carrying capacity to provide required lighting at PV Array support structures. New lighting circuit installation is excluded from this proposal as well as any required timing circuit reconfiguration. Lighting design and/or installation beyond the PV Array support structures is not included in this agreement.

4.2. Utility Requirements.

- 4.2.1. Designer/Builder shall ensure that all Work shall comply with all requirements of the Utility.
- 4.2.2. Even though there are no California Solar Initiative rebates available to the District, the Utility may institute a rebate or incentive program in the future. Therefore, Designer/Builder shall use good faith efforts to ensure that all of the Work, as required, complies with all requirements, including the metering and monitoring requirements, outlined in the California Solar Initiative Program Handbook.

4.3. DSA Approvals & Permits

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

4.4. Protection of Existing Structures and Utilities

- 4.4.1. The School Sites have above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Designer/Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Designer/Builder's expense and made to the District's satisfaction. All repairs and locations shall be in the same manner (e.g., underground) as they were when discovered. If Designer/Builder proposes relocating an underground installation to be above ground, it must receive the District's prior approval, which shall not be unreasonably withheld.
- 4.4.2. Designer/Builder shall be alert to the possibility of the existence of additional structures and utilities. If Designer/Builder encounters additional structures and utilities, Designer/Builder will immediately report to the District for disposition of same as indicated in the Contract Documents.
- 4.4.3. Landscape and Hardscape
 - 4.4.3.1. Designer/Builder shall perform all landscape and hardscape work at each site

for areas under and adjacent to each new structure, fencing, and parking lot areas as necessary to return sites to practical, presentable and functional condition(s), consistent with the surrounding area. This includes, unless inappropriate, paving where surrounding areas are paved and planting where surrounding areas have planting. Planting includes re-seeding grass or re-planting trees, as indicated in the approved plans and specifications.

- 4.4.4. Designer/Builder shall ensure that none of the underground power lines it installs will create the potential for electrolytic corrosion of any other underground utilities near such power lines.

4.5. Site Access

- 4.5.1. No new access roads are planned; however, should the need arise, District and Designer/Builder shall agree upon reasonable accommodations and compensation. Designer/Builder shall return existing surfaces to a preconstruction condition.
- 4.5.2. District and Designer/Builder shall provide 24/7 unrestricted access to existing electric utility meter and the utility lockable disconnect location.
- 4.5.3. District to permit using on site water and power as available for construction and post-construction services at no charge to Designer/Builder, with the exception of fire hydrants.
- 4.5.4. If required, District to permit use of a temporary diesel generator onsite during construction activities, subject to local ordinances.
- 4.5.5. District to provide Designer/Builder with appropriate laydown/storage areas, as well as a reasonable number of parking spaces at all sites.
- 4.5.6. Designer/Builder's pricing assumes continuous construction of all sites, as no re-mobilization costs are included.

4.6. Specific Requirements:

- 4.6.1. **General Considerations.** All documentation and components furnished by Designer/Builder shall be developed, designed, and/or fabricated using high quality design, materials, and workmanship meeting the requirements of the District and all applicable industry codes and standards. Designer/Builder shall perform the Work in accordance with all standards within these Specific Requirements. The installations shall comply with at least, but not limited to, the latest adopted (as of the date of this Contract) versions of the International Building Code (IBC), California Electrical Code (CEC), the Utility's Interconnection Requirements, and all other federal, state, and local jurisdictions having authority.
- 4.6.2. **Electrical Design Standards.** All Work shall comply with at least, but not limited to, the most current version of the following electrical industry standards, wherever applicable:
 - 4.6.2.1. Electronic Industries Association (EIA) Standard 569
 - 4.6.2.2. Illumination Engineering Society of North America (IESNA) Lighting Standards
 - 4.6.2.3. Institute of Electrical and Electronics Engineers (IEEE) Standards
 - 4.6.2.4. National Electrical Manufacturers Association (NEMA)
 - 4.6.2.5. California Electric Code (CEC)
 - 4.6.2.6. Insulated Power Cable Engineers Association (IPCEA)
 - 4.6.2.7. Certified Ballast Manufacturers Association (CBMA)
 - 4.6.2.8. Underwriters Laboratories, Inc. (UL)
 - 4.6.2.9. National Fire Protection Association (NFPA)
 - 4.6.2.10. Pacific Gas and Electric Utility Requirements

- 4.6.2.11. American National Standards Institute (ANSI)
 - 4.6.2.12. Occupational Health and Safety Administration (OSHA)
 - 4.6.2.13. Americans with Disabilities Act (ADA)
 - 4.6.2.14. American Society for Testing and Materials (ASTM)
 - 4.6.2.15. National Electrical Contractors Association (NECA)
 - 4.6.2.16. National Electrical Testing Association (NETA)
 - 4.6.2.17. International Building Code (IBC)
 - 4.6.2.18. All other authorities having jurisdiction
- 4.6.3. **Modules.** The District has facilities located in and around residential areas, including Crittenden Middle School. Although the majority of the proposed systems' locations do not appear to be within a direct line of sight from the surrounding residential areas, Designer/Builder shall submit either (1) an analysis of the glare from installed modules, showing the extent that glare is likely to reach adjacent residential structures at all times throughout the year or (2) documentation to the District demonstrating that the tilt and direction of the panels could not result in glare reaching immediately adjacent residential structures. In addition to other applicable standards, the PV modules provided by Designer/Builder shall comply with at least, but not limited to, the following:
- 4.6.3.1. IEEE 1262 "Recommended Practice for Qualifications of Photovoltaic Modules".
 - 4.6.3.2. Modules shall be new, undamaged, fully warranted without defect.
 - 4.6.3.3. Modules shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/pv_modules.php
 - 4.6.3.4. Modules shall have minimum maintenance requirements and high reliability, have a minimum 25-year design life, and be designed for normal, unattended operation.
 - 4.6.3.5. Acceptable mounting methods for unframed modules provided by the manufacturer. Tek screw connections shall utilized and are designed to prevent twisting over the 25-year design life of the PV system. Tek screws are mechanically galvanized and should not corrode of the design life of the PV system.
 - 4.6.3.6. The environmental impact of any hazardous material in the PV modules must be disclosed to the District, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life.
- 4.6.4. **Inverters.** In addition to other applicable standards, inverters provided by Designer/Builder must comply with at least, but not limited to the following:
- 4.6.4.1. Inverters shall be suitable for grid interconnection and shall be compliant with all current Utility interconnection requirements.
 - 4.6.4.2. Inverters shall comply with the State of California SB1 Guidelines for Eligibility, listed at: <http://www.gosolarcalifornia.org/equipment/inverters.php>
 - 4.6.4.3. IEEE 929-2000 – "Recommended Practice for Utility Interface of Photovoltaic Systems".
 - 4.6.4.4. Inverters must automatically reset and resume normal operation after a power limiting operation.
 - 4.6.4.5. The inverter shall be capable of continuous operation into a system with voltage variation of plus or minus 10% of nominal. The inverter shall operate in

an ambient temperature range of -20°C to +50°C.

- 4.6.4.6. Inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes). The self protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging.
- 4.6.4.7. Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.
- 4.6.4.8. Isolation transformers shall be provided as needed.
- 4.6.4.9. Inverters shall be UL 1741 and IEEE 1547 compliant.
- 4.6.4.10. Inverters shall have a THD < 5%.
- 4.6.4.11. Enclosures shall be rated NEMA 3R within an appropriate shelter.
- 4.6.4.12. Power factor shall be 0.99 or higher.
- 4.6.4.13. Inverter selection shall take into account anticipated noise levels produced and minimize interference with District activities.
- 4.6.5. **Mounting Systems.** The mounting systems shall be designed and installed with reliable components proven in similar projects, and the PV modules may be fixed or tracking. The mounting systems shall be designed to resist dead load, live load, corrosion UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. Designer/Builder shall submit an analysis of each structure impacted by the Project, and Designer/Builder shall submit all supporting evidence, calculations, and documentation. The analysis shall demonstrate that existing structures are not compromised or adversely impacted by the installation of PV systems, equipment, or other activity related to the Work. Mounting systems must also meet the following requirements at a minimum:
 - 4.6.5.1. All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Design of structural components shall account for the prevention of corrosion at the connections between dissimilar metals.
 - 4.6.5.2. Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.
 - 4.6.5.3. Final coating and paint colors shall be reviewed and approved by the District during Design Review.
 - 4.6.5.4. Painting or other coatings must not interfere with the grounding and bonding of the array.
- 4.6.6. **Corrosion Control.**
 - 4.6.6.1. Each PV system and associated components must be designed and selected to withstand the environmental conditions of the Site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed.
 - 4.6.6.2. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
 - 4.6.6.3. A Corrosion control plan for any metal components in contact with ground or

underground must be submitted by Designer/Builder during the Schematic Design / Design Development Phase for District approval which will include at a minimum the analysis of the corrosion risk and mitigation measures.

4.6.7. **Roofing Requirements.** The installation of PV modules, inverters and other equipment shall provide adequate room for access and maintenance of the existing building and existing fixtures. A minimum of three feet of clearance will be provided between PV equipment and existing mechanical equipment and other equipment mounted on the roof. Minimum clearances shall adhere to California Fire Code requirements. Clearance guidelines of the DSA as well as the local fire marshal shall be followed. The installation of solar systems of roof tops will be reviewed by the DSA for code compliance by adherence to the State Fire Marshal Solar Photovoltaic Installation Guideline. The PV equipment shall not be installed in a way that obstructs air flow into or out of building systems or equipment. Proposed roof top mounted systems may be ballasted or penetrating systems, as long as they comply with all DSA requirements, and must meet or exceed the following requirements:

- 4.6.7.1. Systems shall not exceed the ability of the existing structure to support the entire solar system and withstand increased wind uplift and seismic loads. The capability of the existing structure to support proposed solar systems shall be verified by Designer/Builder prior to design approval. No roof or building structural upgrades, except for necessary blocking for PV attachments, are included in the price or scope of work. If required, Design/Builder will present the additional cost to District.
- 4.6.7.2. All racking systems shall allow for the District staff to perform roof inspection, cleaning, and maintenance operations with minimal obstructions from the racking; maintenance activities include, but are not limited to, leak identification, or repair once the solar system is installed.
- 4.6.7.3. Roof penetrations, if part of the mounting solution, shall be kept to a minimum.
- 4.6.7.4. Designer/Builder shall perform all work so that existing roof warranties shall not be voided, reduced, or otherwise negatively impacted. District will provide Designer/Builder with the warranty agents' contact information. Designer/Builder shall copy the District on all communications between Designer/Builder and roof warranty agent. Designer/Builder is not an agent or representative of the District through this provision. Designer/Builder is not authorized to modify or otherwise change any existing roof warranty.
- 4.6.7.5. No work shall compromise roof drainage, cause damming or standing water or cause excessive soil build-up.
- 4.6.7.6. All materials and/or sealants must be chemically compatible.
- 4.6.7.7. Thermal movement that causes scuffing to the roof must be mitigated as part of the mounting solution.
- 4.6.7.8. All roof penetrations shall be waterproofed.
- 4.6.7.9. The Designer/Builder shall not create a roof penetration until, as part of system design review and approval, Designer/Builder submits detail(s) for the sealing of that roof penetrations, and the detail(s) are approved in writing by the District and the manufacturer of the existing roofing system. The District will make available the roofing manufacturer for each building for consultation with Designer/Builder as part of the design process.
- 4.6.7.10. All roofing work shall be performed by a licensed roofing contractor who is certified by the roofing materials manufacturer for the specific materials or

systems comprising each roof upon which a solar system will be installed. The roofing contractor shall also be safety prequalified by the District.

- 4.6.7.11. As part of the design submittals, Designer/Builder shall include signed certificates from the roofing manufacturer stating:
 - 4.6.7.11.1. The roofing contractor is certified installer of the complete roofing system.
 - 4.6.7.11.2. The manufacturer's Technical Representative is qualified and authorized to approve the complete roofing system.
 - 4.6.7.11.3. Project plans and specifications meet the requirements of the warranty of the complete roofing system for a minimum twenty-five (25) year period.
 - 4.6.7.11.4. Existing warranty incorporates the new roofing work and flashing work.
- 4.6.7.12. Any damage to roofing material during installation of PV systems must be remedied by the Designer/Builder.
- 4.6.7.13. The installation of PV modules, inverters and other equipment on building roofs will be designed to minimize visibility of the equipment from the ground.
- 4.6.7.14. The installation of PV modules, inverters and other equipment on building roofs will be designed and installed to meet requirements in the California Fire Code.

- 4.6.8. **Shade Structure Requirements.** Designer/Builder is responsible for incorporating the following elements in the design and construction of the Project:

- 4.6.8.1. Minimum height: all shade structures shall be designed to have a minimum clear height of twelve (12) feet.
- 4.6.8.2. Shade structures located in parking lots shall have a protective concrete surround / base installed on support posts, at a minimum of 30" above grade.
- 4.6.8.3. Shade structure columns, beams shall be galvanized and then painted or finished to match Site colors or to a finish of the District's approval.
- 4.6.8.4. Shade structures and all attached equipment shall be designed and installed so as to minimize the ability to climb structures.
- 4.6.8.5. Shade structures shall be installed such that the finished height of the array is uniform and is subject to the District's approval at design submittal.

- 4.6.9. **Ancillary Equipment Enclosures.** Designer/Builder will be responsible for incorporating the following elements in the design and construction of the Project:

- 4.6.9.1. All ancillary equipment be grouped to a single location per meter per site and shall be surrounded by a fence to prevent students, vandals, and trespassers from gaining access. The fence shall be a six (6) foot high chain link fence with vinyl privacy slats.
- 4.6.9.2. All ancillary equipment shall be located in a manner that minimizes its impact to normal District operations and minimizes resulting visual impacts.

- 4.6.10. **Wiring and Cabling Runs**

- 4.6.10.1. Designer/Builder shall layout and install all AC conductors in conduit.
- 4.6.10.2. Conduit buried underground shall be suitable for the application and compliant

with all applicable codes. PVC shall be constructed of a virgin homopolymer PVC compound and be manufactured according to NEMA and UL specifications. All PVC conduit feeders shall contain a copper grounding conductor sized per NEC requirements and continuity shall be maintained throughout conduit runs and pullboxes. Pullboxes shall be traffic rated with lockable lids. Minimum conduit size shall be 1/2". A tracing/caution tape must be installed in the trench over all buried conduit. All underground conduits placed in trenches, buried under roadways, or swales shall be encased with red dyed concrete slurry cap.

- 4.6.10.3. Conduit installed using horizontal directional boring (HDB), shall include tracer tape or traceable conduit. The minimum depth of the conduit shall be per NEC 2011 Article 300.5. The Designer/Builder is responsible for demonstrating that all conduits installed utilizing horizontal boring meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. Designer/Builder must provide documentation of final depth and routes of all conduit installed in horizontal bores.
- 4.6.10.4. Conduit installed on building roofs shall not be installed near roof edges or parapets to reduce visibility. Any conduit penetrations through roof surfaces shall not be made within five (5) feet of the roof edge to reduce visibility. If conduit is installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized and the design and placement of conduit shall be reviewed and approved by the District as part of Design Review.
- 4.6.10.5. Electro-metallic tubing (EMT) shall be used for wiring or cabling indoors, above grade locations, and where conduit needs to be protected from damage such as below canopies and on roofs. EMT shall not be installed underground or embedded in concrete. EMT shall be cold-rolled zinc coated steel and be manufactured to UL and ANSI standards. Fittings shall be watertight and malleable gripping ring compression type. Pressure cast material for nuts of compression ring type fittings and set-screw type connections are not acceptable.
- 4.6.10.6. Galvanized Rigid Conduit (GRC) shall be used where exposed to weather or where subject to physical damage in exposed areas. GRC shall not be used below canopies or on roofs. GRC shall be continuous hot-dipped galvanized manufactured per UL and ANSI requirements. Rigid aluminum conduit is not acceptable. Conduit bodies for use with steel conduit, rigid or flexible, shall be manufactured per UL requirements and shall be cast metal with gasketed closures. Fittings for GRC conduit shall be malleable iron or forged steel with cadmium or zinc coating. Union couplings for joining rigid conduit at intermediate runs shall be of the same material as the conduit. Couplings shall be threaded concrete-tight to permit completing conduit runs when neither conduit can be turned and to permit breaking the conduit run at the union. Set screw connectors are not acceptable.
- 4.6.10.7. Minimum conduit size shall be 1/2".
- 4.6.10.8. All conduits, boxes, enclosures, etc. shall be secured per NEC 690 requirements.
- 4.6.10.9. Copper wiring will be utilized for all DC wiring. Aluminum wiring will be used to the point of interconnection to improve cost effectiveness for the District for

systems with long bore shots to the point of interconnection.

- 4.6.10.10. All items shall be U.L. listed and shall bear the U.L. label.
- 4.6.10.11. All spare conduits shall be cleaned, mandrelled, and provided with a pullwire. Spare conduits shall be provided as per specifications. Spare conduits may be provided for security cameras at an additional cost.
- 4.6.10.12. All feeders and branch circuits shall be sized to minimize voltage drop and losses and shall be in compliance with NEC requirements.
- 4.6.10.13. Designer/Builder shall furnish, install, and connect combiners and recombiners as necessary to complete the System. Enclosures for combiners and recombiners shall be NEMA 4 or 4X rated.
- 4.6.10.14. All systems, conduit, boxes, components, etc. shall be grounded and bonded per NEC requirements and in accordance with Section 1.3.6.14.
- 4.6.10.15. Designer/Builder will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure.
- 4.6.10.16. Designer/Builder shall install the exposed string cable homeruns along the beams or structure where the combiner box is installed.
- 4.6.10.17. All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.
- 4.6.11. **Grounding and Bonding**
 - 4.6.11.1. Module ground wiring splices shall be made with irreversible crimp connectors.
 - 4.6.11.2. All exposed ground wiring must be routed above the lower surface of any structural framing.
 - 4.6.11.3. For shade structure installations, grounding electrode conductors shall be bonded to structure columns either just below grade or below the top surface of concrete bollards.
- 4.6.12. **System Security Requirements**
 - 4.6.12.1. Designer/Builder shall utilize a top down mechanical PV module to rack attachment method for all PV module mounting.
 - 4.6.12.2. Designer/Builder shall utilize tamper-resistant fasteners for all electrical fittings, pull boxes and other enclosures.
- 4.6.13. **Meters**
 - 4.6.13.1. Designer/Builder shall supply and install a Utility approved Net Generation Output Meter (NGOM) for each PV system.
 - 4.6.13.2. Generation Meters shall use Internet Protocol (IP) communication and shall not require a custom network for connection.
 - 4.6.13.3. Generation Meters shall have the capability to store metered data (including instantaneous kW, kWh, voltage, current, and phase information) in fifteen (15) minute intervals and retain such information for at least seven (7) days.
- 4.6.14. **Shade Structure Lighting**
 - 4.6.14.1. Installation of shade structure PV systems in all locations shall include and the

installation of new security high efficiency lighting. Installation of shade structure PV systems shall include the removal of existing security light poles, foundations, and fixtures that are no longer effective.

- 4.6.14.2. Lighting shall be LED lighting or other similar energy efficient lighting system.
- 4.6.14.3. New parking lot fixtures shall be installed to provide parking lot illumination compliant with IESNA requirements or recommendations for illumination and safety.
- 4.6.14.4. Minimum horizontal illuminance of one (1) foot-candle shall be maintained at ground level with a uniformity ratio (maximum to minimum) of 15:1.
- 4.6.14.5. The new lighting is required to illuminate the entire area and adjacent pedestrian walkways affected by the removal of existing lights, not just the area under the PV modules.
- 4.6.14.6. A photometric illumination plot must be submitted for each parking lot showing all proposed new SSS canopy lighting.
- 4.6.14.7. Submit California Title 24 Outdoor Lighting calculations with all lighting drawings which shall be compliant with Title 24.
- 4.6.15. Photocell controls shall be used in conjunction with a lighting control system for all new exterior lighting and energize lighting when ambient lighting levels fall below a specific setpoint. The lighting control system shall also be able to function based on time clock control adjustable by District staff to the extent existing system functions. The District shall be provided with a wireless remote to manually control the sensors for the new exterior lights. Replacement parking lot lighting shall be served from an existing parking lot lighting circuit and any existing circuits and existing control function shall be maintained, or if replaced, done so at the approval of the District.
- 4.6.16. **Monitoring System, DAS, and Reporting.** Designer/Builder shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS) that enable the District to track the performance of the PV Systems as well as environmental conditions through an online web-enabled graphical user interface and information displays. Designer/Builder shall provide equipment to connect the DAS via existing Wi-Fi network or cellular data network at all locations. The means of data connection will be determined during design. The District will pay for the cost of cellular data service if needed, but not for the modem or other equipment needed to connect to the cellular network.
 - 4.6.16.1. DAS shall provide District access to all data through an open data exchange protocol (FTP Push or API) at no additional cost to District or District's third-party designee. This data shall, at a minimum, include PV production data, energy consumption data, inverter production data, inverter AC power data, inverter current data, inverter voltage data, weather station and/or satellite data, and alarm status readings. All data shall be available over multiple timescales, ranging from 15-min intervals to annual intervals and shall include both real-time and historic data.
 - 4.6.16.2. The DAS(s) shall provide access to at least the following data:
 - 4.6.16.2.1. Inverter and System Level Instantaneous AC system output (kW)
 - 4.6.16.2.2. Inverter and System Level PV System production (kWh) over pre-defined intervals that may be user configured
 - 4.6.16.2.3. Inverter and System Level AC and DC voltage
 - 4.6.16.2.4. Horizontal and in-plane irradiance, with sufficient sensors to

- provide this information.
 - 4.6.16.2.5. Ambient and back-of-cell temperature, with sufficient sensors to provide this information.
 - 4.6.16.2.6. Inverter status flags and general system status information
 - 4.6.16.2.7. System availability
 - 4.6.16.2.8. Site Load and Consumption data. Available load data for the meter the system is connected to shall be collected by the solar monitoring solution as part of the DAS.
- 4.6.16.3. Environmental data (temperatures, and irradiance) shall be collected via an individual weather station installed for three systems at the District.
- 4.6.16.4. Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by the District for the term of the Performance Guarantee. The online interface shall enable users to export all available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15 minute intervals for daily, weekly, monthly and annual data.
- 4.6.16.5. The Monitoring system shall enable for the diagnoses potential problems and perform remediating action. The monitoring system shall provide alerts when the system is not functioning within acceptable operating parameters. These parameters shall be defined during the design phase of the Project and specified in the DAS design document.
- 4.6.16.6. Additionally, Designer/Builder shall provide the following reports for the term of the Performance Guarantee:
 - 4.6.16.6.1. Monthly Production report shall be available online to the District personnel.
 - 4.6.16.6.2. Annual Performance report shall be sent electronically to the District personnel.
 - 4.6.16.6.3. System performance data shall be made available electronically to the District in a format and at a frequency to be determined during the Design Review process.
 - 4.6.16.6.4. Additional reports shall be made available to the District to assist the District in reconciling system output with utility bills and the production guarantee, as determined in the Design Review process.
- 4.6.16.7. A Monitoring Manual shall be provided to the District in printed or online form that describes how to use the monitoring system, including the export of data and the creation of custom reports.
- 4.6.17. **Other Considerations**
 - 4.6.17.1. All Balance of Systems (wiring, components, conduits, and connections) must be suited for conditions for which they are to be installed.
 - 4.6.17.2. Local DC and AC disconnects shall be located in accessible locations near inverters and/or other existing electrical equipment.

- 4.6.17.3. Outdoor enclosures shall be rated NEMA 3R, NEMA 4, or NEMA 4X.
- 4.6.18. **Federal Aviation Administration (FAA) Requirements (IF APPLICABLE).** Designer/Builder shall be responsible to submit the appropriate FAA Form 7460-1, along with any other required forms and documentation, for all proposed PV systems within the approach or takeoff paths or on the property of airports as defined by the Code of Federal Regulations Title 14 Part 77.9.
- 4.6.19. **Interconnection.** Designer/Builder is responsible for obtaining all necessary Utility interconnection approvals for each PV system being installed. Designer/Builder must comply with all interconnection requirements, such as California Public Utilities Commission (CPUC) rules for the Utility service territory. Designer/Builder is responsible for the proper planning and scheduling of interconnection approvals and any potential interconnection study. Systems installed as part of this Project will take advantage of Net Energy Metering (NEM). Designer/Builder shall be responsible for ensuring the system design and interconnection qualifies for NEM.
- 4.6.20. **Production Modeling.** Production modeling of the PV systems shall be performed using PVSYST or equivalent modeling software using TMY3 weather data for the nearest local International Airport. The simulations shall accurately simulate energy production for proposed system layouts, sizes, and orientation. It is critical that PV production models are accurate with all methodology and assumptions described. The District will independently verify production models are accurate to the designed systems and utilize simulation results for economic evaluations. Designer/Builder shall be responsible for updating the production models each time changes are made to the proposed system designs that will impact production.
- 4.6.21. **Shading**
- 4.6.21.1. Designer/Builder shall adhere to the following requirements in order to avoid excessive shading on modules. For any object near an array that is higher than the lowest point of that array by height "H", whenever possible Designer/Builder shall locate the array farther from the object than:
- 4.6.21.1.1. 3H to the North of the object
- 4.6.21.1.2. 3H to the East or West of the object
- 4.6.21.1.3. 3H to any non-cardinal direction of the object
- 4.6.21.2. Any Designer/Builder whose system design does not adhere to these rules shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.
- 4.6.21.3. Any trees that are in the footprint of systems to be installed by the Designer/Builder shall be removed by the Designer/Builder at their expense, subject to the approval of the District. A tree shall be considered to be in the footprint of a system if its canopy would extend over any part of the system, including structural components or modules. The District will remove or prune, as requested and as needed to prevent shading and maintain system performance as required by the Performance Guarantee, trees planted outside of the work area that shade PV systems (at present time or in the foreseeable future), provided the Designer/Builder identifies these trees during the design process. The Designer/Builder shall be responsible for any required tree remediation efforts resulting from tree removal, including compliance with all applicable tree removal ordinances, laws and regulations.

- 4.6.21.4. **Weather Station – Data Collection.** Installation of Data Acquisition System (DAS) that displays historical meteorological and production data over an Internet connection and consists of hardware located on-site, including a “weather station” at three District Sites and software housed on Designer/Builder’s DAS provider’s server. The DAS shall measure and log, at a minimum, the following parameters on a 15-minute average basis at the Sites:
- 4.6.21.4.1. Actual AC electricity production of the System at each School Site (in kWh),
 - 4.6.21.4.2. Solar irradiance (in W/m² and/or W/feet²), at the District’s option
 - 4.6.21.4.3. Temperature (in °C and/or Fahrenheit, at the District’s option), and
 - 4.6.21.4.4. Wind speed (in meters or feet per second, at the District’s option).
- 4.6.21.5. Pass through manufacturer warranties as indicated in **Exhibit H**.

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

Exhibit B

Operations & Maintenance Contract

This Operations and Maintenance Contract ("O&M Contract") is made and entered into by and between the **Mountain View Whisman School District** ("District" or "Customer") and **Engie Services U.S., Inc.** ("Operator") (collectively, "**Parties**"). The Customer and the Operator entered into a Solar Contract for Design and Construction ("**Solar Contract**") pursuant to which Operator is obligated to provide operations and maintenance services for the system that was constructed pursuant to that Solar Contract ("**System**").

	School Site Name	Address
1	Benjamin Bubbs ES	525 Hans Ave., Mountain View, CA 94040
2	Crittenden MS	1701 Rock St., Mountain View, CA 94043
3	Edith Landels ES	115 West Dana St., Mountain View, CA 94041
4	Frank L Huff ES	253 Martens Ave., Mountain View, CA 94040
5	Graham MS	1175 Castro St., Mountain View, CA 94040
6	Gabriela Mistral - Mariano Castro ES	505 Escuela Ave., Mountain View, CA 94040
7	Monta Loma ES	460 Thompson Ave., Mountain View, CA 94043
8	Stevenson ES – District Office	750 San Pierre Way, Mountain View, CA 94043
9	Theuerkauf ES	1625 San Luis Ave, Mountain View, CA 94043
10	Vargas ES	220 N. Whisman Road, Mountain View, CA 94043

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Operator shall provide the services as described herein, as may be modified as permitted herein ("**Services**" or "**Work**").

During the Term, and for the Annual Fees, Operator shall perform the following services on each System:

Operations and Maintenance

Service Description	Service Frequency
1. Customer Service Support: a. Provide Technical support contact 24 hours per day, 7 days per week.) b. Support technicians specialized in remote troubleshooting and providing step-by-step diagnosis instructions	Continuous
2. Preventative Maintenance, Inspections & Testing: a. Array i. Inspect photovoltaic (PV) modules for damage, discoloration or de-lamination ii. Inspect mounting system for damage or corrosion iii. Spot check 25% of structural bolts for torque b. Inverter i. Clean all filters and fans ii. Inspect inverter pad and container iii. Tighten wire terminations inside inverter iv. All other preventive maintenance required by original equipment manufacturer (OEM) warranty c. Electrical Balance of System (BOS)	Annual

Service Description	Service Frequency
<ul style="list-style-type: none"> i. Inspect ground braids, electrodes and conductors for damage ii. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects iii. Test and record all circuits, open circuit voltage and short circuit current and repair any fault circuits iv. Inspection of all terminal connections for torque d. Meteorological Station (if present) <ul style="list-style-type: none"> i. Inspect weather measurement equipment for damage ii. Clean pyranometers and reference cells e. Site Conditions <ul style="list-style-type: none"> i. Inspect drainage conditions ii. Inspect vegetation for array shading or fire hazards iii. Inspect safety conditions and proper signage f. Maintenance Reporting <ul style="list-style-type: none"> i. Record results of all inspections ii. Take photographs of any damage or defects identified iii. Inform Owner and warranty providers of all deficiencies identified iv. Provide Owner with recommendations for corrective action g. Sensor Calibration <ul style="list-style-type: none"> i. Every twenty-four (24) months, O&M Operator will have the pyranometer calibrated by the manufacturer of each sensor. ii. Field comparison of pyranometers and reference cells to calibrated sensor iii. Adjust field sensor to within $\pm 3\%$ of calibrated sensor and record changed parameters iv. O&M Operator may replace pyranometers in lieu of field calibration 	Annual
<p>3. Module Cleaning</p> <ul style="list-style-type: none"> a. Annually, in June or July b. As needed, at Operator's discretion, to meet Performance Guarantee c. Surface washing of all modules d. Pressure washer settings not to exceed 1,500 PSI or manufacturer's recommendation, whichever is less e. Before and after photographs shall be provided 	Annual/As needed
<p>4. Corrective Maintenance includes:</p> <ul style="list-style-type: none"> a. On-site troubleshooting & diagnostics of all system components b. Inverter and Data Acquisition System resets c. Processing of original equipment manufacturer (OEM) warranty claims on behalf of Customer and verification of replaced equipment, during the term of the applicable OEM Warranty . 	As needed
<p>5. EV Charging Station. Provide the following Maintenance Services:</p> <ul style="list-style-type: none"> a. <u>Inspection</u>: <ul style="list-style-type: none"> i. Check outside unit for any damage ii. Check casing of charger iii. Check cable plug of charger iv. Fully extend and test retractor mechanism v. Check Led ring vi. Open and check internal components of charger vii. Check clamps to hold components to dinrails 	Annual

Service Description	Service Frequency
<ul style="list-style-type: none"> viii. Check CCID for rust caused by condensation ix. Check connection of Power Supply to terminal block x. Check connections in PCB b. <u>Testing:</u> <ul style="list-style-type: none"> i. Measure Power Quality, Voltage, Amperage on Electrical Vehicle Charging station on an annual basis. 	

Monitoring and Performance Reporting

Service Description	Service Frequency
<ol style="list-style-type: none"> 1. Performance Monitoring Website: <ul style="list-style-type: none"> a. Separate PV production and consumption meters to measure PV system production and on-site consumption of electricity (separate from net consumption). b. Customer website updated every 15 minutes with operational performance from the beginning of operation. c. Cellular data connection or other data connection maintained by the Operator. System may not use Customer's internet connection. d. Internet-based monitoring and reporting portal with full data access to Customer, including weather parameters. e. Synchronized clock intervals for all site meters, including production and consumption meter. Clock intervals shall be synchronized with utility meters where feasible. f. All site data must be able to be downloaded to Customer's computer in Microsoft Excel format g. Customer will be provided with login credentials for use during the term of the O&M Agreement 	Continuous
<ol style="list-style-type: none"> 2. Daily Performance Monitoring and Notification: <ul style="list-style-type: none"> a. Continuous monitoring of Customer's System via experienced solar monitoring technicians b. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) continuously monitored by O&M Operator c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator 	Daily (During business hours)
<ol style="list-style-type: none"> 3. Performance Review and Reports: <ul style="list-style-type: none"> a. Actual vs. expected performance of the System for the period b. Environmental benefits will be estimated and included c. Weather adjustment calculations d. Optional custom reports can be supplied, upon Customer request e. Review of the following System performance data with an O&M Operator performance engineer and proposal of a recommended action plan where applicable: <ul style="list-style-type: none"> i. Expected vs. Actual system production (kWh) ii. System Availability iii. Recoverable Degradation 	Annual

Service Description	Service Frequency
iv. Performance Index v. Operation and Maintenance Records vi. Safety, Accidents and Environmental Reporting vii. Proposal of Recommended Actions f. Annual Performance Review Report provided to Customer within sixty (60) days of each anniversary of the Performance Guarantee Start Date g. Operation and Maintenance Records must be provided to Customer upon request	

A. Excluded Services

- a. Any installation of additional monitoring equipment that may be required if site conditions change for reasons beyond Operator's control.
 - b. Parts or equipment that were not installed by Operator or its Subcontractors.
 - c. In the event that any manufacturer of the solar specific equipment including any modules, inverters, racking, combiner boxes or monitoring equipment relating to a material component of the Generating Facilities is not able or willing to honor its warranty to District and District does not remedy by replacement at its own expense and Operator uses its best efforts to assist the District in its attempts to oblige the manufacturer to comply with its warranty obligations, Operator shall not be responsible for the costs of any such manufacturer's components, but Operator will remain responsible to perform all labor related to procuring, installing and maintaining those components or acceptable replacement components, at no additional cost to the District.
 - d. Repair of damage due to damage from third parties including damage associated with baseball field activities.
2. **Term.** Operator shall commence providing services under this O&M Contract on the Performance Guarantee Start Date. The initial term of the O&M Contract shall be five (5) years. The initial term shall automatically renew for an additional five (5) year term ("renewal term") unless the District provides written notice of termination prior to the end of the initial term. A minimum of three (3) additional five (5) year terms shall be offered at the conclusion of the renewal term, with the District having the option at the end of each successive term to (1) Terminate this O&M Contract or (2) extend this O&M Contract for a subsequent five (5) year term, provided that such option may only be exercised for a total of twenty-five (25) years. Documentation of the Start Date for each system will be as noted on the first invoice submitted to the Utility by the third party monitoring provider required.
3. **Submittal of Documents.** The Operator shall not commence the Work under this O&M Contract until the Operator has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed O&M Contract
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	_____

4. **Compensation.** *Compensation to Operator for the Work shall be paid annually within thirty (30) days of receipt of Operator's invoice, for Work actually completed and after the District's written approval of the Work. The fee for the annual Services is set forth in the Table below.*

Year	O&M Fee
1	\$43,736.19
2	\$45,048.28
3	\$46,399.73
4	\$47,791.72
5	\$49,225.47
6	\$50,702.23
7	\$52,223.30
8	\$53,790.00
9	\$55,403.70
10	\$57,065.81
11	\$58,777.79
12	\$60,541.12
13	\$62,357.35
14	\$64,228.07
15	\$66,154.92
16	\$68,139.56
17	\$70,183.75
18	\$72,289.26
19	\$74,457.94
20	\$76,691.68
21	\$78,992.43
22	\$81,362.20
23	\$83,803.07
24	\$86,317.16
25	\$88,906.67
Total	\$1,594,589.40

- 4.1. *Payment for Work that requires additional payment shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Operator submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.*
- 4.2. *Invoices furnished by Operator under this O&M Contract must be in a form acceptable to the District. All amounts paid by District shall be subject to audit by District.*
- 4.3. *The granting of any payment by District, or the receipt thereof by Consultant, shall in no way lessen the liability of Operator to correct unsatisfactory work, although the unsatisfactory character of that work*

may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this O&M Contract, may be rejected by District and in that case must be replaced by Operator without delay.

5. **Notice.** Any notice required or permitted to be given under this O&M Contract shall be as indicated in the Solar Contract.

6. **Termination.**

- 6.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this O&M Contract and compensate Operator only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Operator. Notice shall be deemed given when received by the Operator or no later than three days after the day of mailing, whichever is sooner. In addition, if District terminates this O&M Contract without cause, Operator shall no longer be obligated to provide the Performance Guarantee as defined and as set forth in the Solar Contract and that guarantee shall be immediately terminated and be of no further force and effect.

- 6.2. **With Cause by Operator.** Operator may terminate this O&M Contract with cause. Cause shall include:

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

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

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

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

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

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

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

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

Written notice by District shall contain the reasons for such intention to terminate for cause. Operator

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

7. **Right to Hire.** If Operator fails to perform any of its material obligations ("a Material Breach") under this O&M Contract, the District shall notify the Operator in writing, and if after 30 days upon receiving such notice Operator hasn't corrected the Material Breach, the District shall have the right to hire other contractor(s) to correct the Material Breach at the sole cost and expense of Operator, which Operator shall pay within thirty (30) days of District's invoicing to Operator, provided that the District shall seek fair pricing when selecting such other contractors.
8. **Indemnification.** To the furthest extent permitted by California law, Operator shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this O&M Contract. The District shall have the right to accept or reject any legal representation that Operator proposes to defend the indemnified parties.
9. **Insurance.**
 - 9.1. The Operator shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 9.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Operator, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
 - 9.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Operator shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this O&M Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those

employee(s) commence performing any portion of the Services.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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

9.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

9.2.2. 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.

9.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Operator's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

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

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

11. Compliance with Laws. Operator shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Operator shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Operator observes that any of the Work required by this O&M Contract is at variance with any

laws, ordinance, rules or regulations, Operator shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this O&M Contract shall be appropriately amended in writing, or this O&M Contract shall be terminated effective upon Operator's receipt of a written termination notice from the District. If Operator performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Operator shall bear all costs arising therefrom.

12. **Certificates/Permits/Licenses.** Operator and all Operator's employees or agents shall secure and maintain in force all certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this O&M Contract.
13. **Employment with Public Agency.** Operator, if an employee of another public agency, agrees that Operator will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this O&M Contract.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Operator agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Operator agrees to require like compliance by all its subcontractor(s).
16. **Labor Code Requirements.** The Operator shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. Operator specifically acknowledges and understands that the District and/or the State monitors and enforces compliance with Labor Code requirements through statutorily-authorized programs and the Operator shall perform the Work of the Project while complying with all the applicable provisions of those programs. The Operator and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Operator or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** The Operator and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Operator and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
17. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Contract prior to Operator's performing of any portion of the Services.
18. **No Rights in Third Parties.** This O&M Contract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
19. **Limitation of Liability.** Other than as provided in this O&M Contract, District's financial obligations under this O&M Contract shall be limited to the payment of the compensation provided in this O&M Contract. Notwithstanding any other provision of this O&M Contract, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including, but not limited to, lost profits or revenue, arising out of or in connection with this O&M Contract for the services performed in connection with this O&M Contract.

- 19.1. *District shall not be responsible for any damage to persons or property as a result of the Operator's use, misuse or failure of any equipment used by Operator, or by its employees, even though such equipment be furnished or loaned to Operator by District.*
- 19.2. *Except with respect to (1) any claim covered by Operator's insurance required pursuant to this O&M Contract (up to the applicable limits set forth herein); (2) Operator's indemnification obligations under this O&M Contract from claims of third party(ies); (3) the Performance Guarantee; and (4) any damage due to Operator's gross negligence or willful misconduct pursuant to this O&M Contract, neither Operator, nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this O&M Contract for the Services performed in connection with this O&M Contract.*
20. **Conflict of Interest.** *Through its execution of this O&M Contract, Operator acknowledges that it is familiar with the provisions of section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Operator receives any information subsequent to execution of this O&M Contract, which might constitute a violation of said provisions, Operator agrees it shall notify District of this information.*
21. **Integration/Entire Contract of Parties.** *This O&M Contract constitutes the entire agreement between the Parties related to the Work of this O&M Contract and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This O&M Contract may be amended or modified only by a written instrument executed by both Parties.*
22. **California Law.** *This O&M Contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this O&M Contract shall be maintained in the county in which the District's administrative offices are located.*
23. **Disputes:** *In the event of a dispute between the parties as to performance of Work, O&M Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Operator shall neither rescind the Contract nor stop Work.*
24. **Waiver.** *The waiver by either party of any specific breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of that term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.*
25. **Severability.** *If any term, condition or provision of this O&M Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.*
26. **Authority to Bind Parties.** *Neither party in the performance of any and all duties under this O&M Contract, except as otherwise provided in this O&M Contract, has any authority to bind the other to any agreements or undertakings.*
27. **Attorney Fees/Costs.** *Should litigation be necessary to enforce any terms or provisions of this O&M Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.*
28. **Captions and Interpretations.** *Paragraph headings in this O&M Contract are used solely for convenience, and*

shall be wholly disregarded in the construction of this O&M Contract. No provision of this O&M Contract shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this O&M Contract shall be construed as if jointly prepared by the Parties.

- 29. Calculation of Time.** *For the purposes of this O&M Contract, “days” refers to calendar days unless otherwise specified.*
- 30. Signature Authority.** *Each party has the full power and authority to enter into and perform this O&M Contract, and the person signing this O&M Contract on behalf of each Party has been properly authorized and empowered to enter into this O&M Contract.*
- 31. Counterparts.** *This O&M Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.*
- 32. Incorporation of Recitals and Exhibits.** *The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.*

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

Dated: _____, 20__

Dated: _____, 20__

Mountain View Whisman School District

Engie Services U.S., Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Operator or Company: Engie Services U.S., Inc

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this O&M Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

_____ The Operator has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Operator'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 Operator'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, Operator has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Operator's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Operator certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Operator 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 Operator'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 Operator 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/>).

Date:

Proper Name of Operator:

_____ **Engie Services U.S., Inc** _____

Signature:

Print Name:

Title:

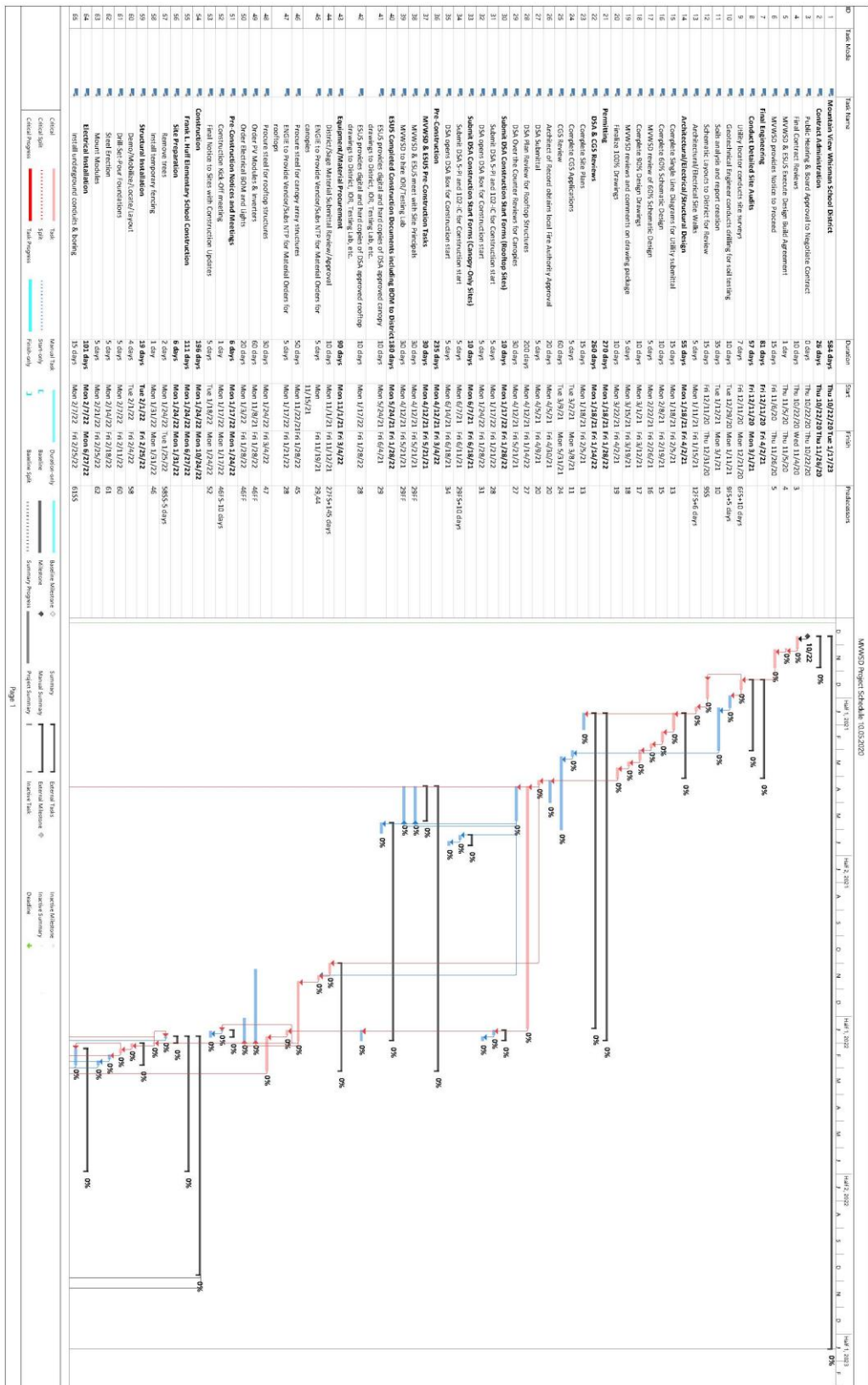
Exhibit C

Detailed Construction Schedule for Each Site

Designer/Builder acknowledges the District's Instructional Calendar that has already been provided and shall coordinate its work to not disrupt, in any way, District activities, including testing, at each Site. At the time of execution of this Contract, the District's school site test calendars with the exact dates of testing activities are still being prepared. Those will be provided to Designer/Builder as soon as they are ready.

Designer/Builder shall include in its construction schedule at least fifteen (15) weekdays at elementary school sites and at least twenty (20) weekdays at intermediate school sites and high school sites when Designer/Builder shall not be permitted to perform any work at the site.

At the time of the execution of this Contract, the Parties preliminary schedule is as follows:



MMSD Project Schedule: 10/03/2020

Task Module	Task Name	Duration	Start	Finish	Predecessors	Summary
65	Install category controls & inverters	15 days	Mon 2/28/22	Mon 3/8/22	63	
67	Install AC panelboard controls/wiring	10 days	Mon 3/1/22	Mon 3/8/22	66	
68	Full wire, prepare for Shutdown, Commissioning	15 days	Mon 4/4/22	Mon 4/22/22	67	
69	Electrical Shutdown for Tie in	2 days	Mon 3/1/22	Mon 3/8/22	68	0%
70	Recable from 1000V to 480V	15 days	Mon 3/1/22	Mon 3/8/22	69	0%
71	Recable from 1000V to 480V	15 days	Tue 4/5/22	Mon 4/22/22	70	0%
72	Recable from 1000V to 480V	15 days	Tue 4/5/22	Mon 4/22/22	71	0%
73	Install Electric Vehicle Charge Station	15 days	Mon 4/25/22	Mon 5/13/22	68	0%
74	Brigham Falls Elementary School Construction	111 days	Mon 3/1/22	Mon 7/19/22		0%
75	1 day	1 day	Mon 3/1/22	Mon 3/1/22	5655	0%
76	Install temporary fencing	1 day	Mon 3/1/22	Mon 3/1/22	5655	0%
77	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	75	0%
78	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	77	0%
79	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	77	0%
80	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	62	0%
81	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	62	0%
82	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	63	0%
83	Electrical Installation	158 days	Mon 3/1/22	Mon 7/14/22	8555	0%
84	Install category controls & inverters	15 days	Mon 3/28/22	Mon 4/11/22	80	0%
85	Full wire, prepare for Shutdown, Commissioning	10 days	Mon 3/28/22	Mon 4/11/22	83	0%
86	Electrical Shutdown for Tie in	15 days	Mon 4/11/22	Mon 4/25/22	84	0%
87	Schedule field days	2 days	Mon 4/25/22	Mon 4/25/22	85	0%
88	Recable from 1000V to 480V	15 days	Tue 5/3/22	Mon 5/13/22	86	0%
89	Recable from 1000V to 480V	15 days	Tue 5/3/22	Mon 5/13/22	86	0%
90	Recable from 1000V to 480V	15 days	Mon 5/2/22	Mon 5/2/22	85	0%
91	Brigham Falls Elementary School Construction	111 days	Mon 3/1/22	Mon 7/19/22		0%
92	1 day	1 day	Mon 3/1/22	Mon 3/1/22	57	0%
93	Install temporary fencing	1 day	Mon 3/1/22	Mon 3/1/22	57	0%
94	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	92	0%
95	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	92	0%
96	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	92	0%
97	Seed Erection	5 days	Mon 3/28/22	Mon 4/11/22	75, 86	0%
98	Seed Erection	5 days	Mon 3/28/22	Mon 4/11/22	75, 86	0%
99	Seed Erection	5 days	Mon 3/28/22	Mon 4/11/22	75, 86	0%
100	Electrical Installation	158 days	Mon 3/1/22	Mon 7/14/22	8555	0%
101	Install category controls & inverters	15 days	Mon 3/28/22	Mon 4/11/22	80	0%
102	Full wire, prepare for Shutdown, Commissioning	10 days	Mon 3/28/22	Mon 4/11/22	83	0%
103	Electrical Shutdown for Tie in	15 days	Mon 4/11/22	Mon 4/25/22	84	0%
104	Schedule field days	2 days	Mon 4/25/22	Mon 4/25/22	85	0%
105	Recable from 1000V to 480V	15 days	Tue 5/3/22	Mon 5/13/22	86	0%
106	Recable from 1000V to 480V	15 days	Tue 5/3/22	Mon 5/13/22	86	0%
107	Recable from 1000V to 480V	15 days	Mon 5/2/22	Mon 5/2/22	85	0%
108	Brigham Falls Elementary School Construction	111 days	Mon 3/1/22	Mon 7/19/22		0%
109	1 day	1 day	Mon 3/1/22	Mon 3/1/22	92	0%
110	Install temporary fencing	1 day	Mon 3/1/22	Mon 3/1/22	92	0%
111	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	110	0%
112	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	110	0%
113	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	110	0%
114	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	96	0%
115	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	96	0%
116	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	97	0%
117	Electrical Installation	158 days	Mon 3/1/22	Mon 7/14/22	86	0%
118	Install category controls & inverters	15 days	Mon 3/28/22	Mon 4/11/22	80	0%
119	Full wire, prepare for Shutdown, Commissioning	10 days	Mon 3/28/22	Mon 4/11/22	83	0%
120	Electrical Shutdown for Tie in	15 days	Mon 4/11/22	Mon 4/25/22	84	0%
121	Schedule field days	2 days	Mon 4/25/22	Mon 4/25/22	85	0%
122	Recable from 1000V to 480V	15 days	Tue 5/3/22	Mon 5/13/22	86	0%
123	Recable from 1000V to 480V	15 days	Tue 5/3/22	Mon 5/13/22	86	0%
124	Recable from 1000V to 480V	15 days	Mon 5/2/22	Mon 5/2/22	85	0%
125	Brigham Falls Elementary School Construction	111 days	Mon 3/1/22	Mon 7/19/22		0%
126	1 day	1 day	Mon 3/1/22	Mon 3/1/22	121	0%
127	Install temporary fencing	1 day	Mon 3/1/22	Mon 3/1/22	121	0%
128	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	126	0%
129	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	126	0%
130	Demolition/Abandonment of existing	4 days	Tue 3/1/22	Mon 3/8/22	126	0%
131	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	96	0%
132	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	96	0%
133	Seed Erection	5 days	Mon 3/21/22	Mon 3/25/22	115	0%

Page 2

[illegible]

Task No.	Task Name	Duration	Start	Finish	Predecessors
250	Site Preparation	8 days	Thu 2/17/22	Mon 2/21/22	
251	Remove trees	1 day	Mon 2/28/22	Mon 2/28/22	250
252	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
253	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
254	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
255	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
256	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
257	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
258	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
259	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
260	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
261	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
262	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
263	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
264	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
265	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
266	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
267	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
268	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
269	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
270	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
271	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
272	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
273	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
274	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
275	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
276	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
277	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
278	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
279	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
280	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
281	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
282	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
283	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
284	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
285	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
286	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
287	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
288	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
289	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250
290	Install temporary fencing	48 days	Mon 2/28/22	Mon 2/28/22	250

0% 25% 50% 75% 100%

2/17/22 2/24/22 3/2/22 3/9/22 3/16/22 3/23/22 3/30/22 4/6/22 4/13/22 4/20/22 4/27/22 5/4/22 5/11/22 5/18/22 5/25/22 6/1/22 6/8/22 6/15/22 6/22/22 6/29/22 7/6/22 7/13/22 7/20/22 7/27/22 8/3/22 8/10/22 8/17/22 8/24/22 8/31/22 9/7/22 9/14/22 9/21/22 9/28/22 10/5/22 10/12/22 10/19/22 10/26/22 11/2/22 11/9/22 11/16/22 11/23/22 11/30/22 12/7/22 12/14/22 12/21/22 12/28/22 1/4/23 1/11/23 1/18/23 1/25/23 2/1/23 2/8/23 2/15/23 2/22/23 2/29/23 3/6/23 3/13/23 3/20/23 3/27/23 4/3/23 4/10/23 4/17/23 4/24/23 5/1/23 5/8/23 5/15/23 5/22/23 5/29/23 6/5/23 6/12/23 6/19/23 6/26/23 7/3/23 7/10/23 7/17/23 7/24/23 7/31/23 8/7/23 8/14/23 8/21/23 8/28/23 9/4/23 9/11/23 9/18/23 9/25/23 10/2/23 10/9/23 10/16/23 10/23/23 10/30/23 11/6/23 11/13/23 11/20/23 11/27/23 12/4/23 12/11/23 12/18/23 12/25/23 1/1/24 1/8/24 1/15/24 1/22/24 1/29/24 2/5/24 2/12/24 2/19/24 2/26/24 3/5/24 3/12/24 3/19/24 3/26/24 4/2/24 4/9/24 4/16/24 4/23/24 4/30/

Exhibit D (RESERVED)

Exhibit E

SCHEDULE OF VALUES

The following schedule of values for all of the Work shall serve as the basis for progress payments during construction.

BENJAMIN BUBB ELEMENTARY SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 18,566
<u>Preconstruction Work</u>	Design Development	3%	\$ 18,566
	100% Design Completed	4%	\$ 24,754
	DSA Approval	3%	\$ 18,566
	PV Module Procurement	5%	\$ 30,943
	Management Labor	1%	\$ 6,189
<u>Construction</u>	Foundations	5%	\$ 30,943
	Structural Install	15%	\$ 92,828
	PV Module Delivery	10%	\$ 61,886
	BOS Equipment Delivery	10%	\$ 61,886
	Electrical installation	23%	\$ 142,337
	Interconnection	3%	\$ 18,566
	Commissioning	3%	\$ 18,566
	Testing	3%	\$ 18,566
	ADA Upgrades	3%	\$ 18,566
	Management Labor	3%	\$ 18,566
<u>Final Completion</u>	Training	1%	\$ 6,189
	Punch List	1%	\$ 6,189
<u>DSA Close out</u>	DSA Certification	1%	\$ 6,189
		100%	\$ 618,855

CRITTENDEN MIDDLE SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 29,139
<u>Preconstruction Work</u>	Design Development	3%	\$ 29,139
	100% Design Completed	4%	\$ 38,852
	DSA Approval	3%	\$ 29,139
	PV Module Procurement	5%	\$ 48,566
	Management Labor	1%	\$ 9,713
<u>Construction</u>	Foundations	5%	\$ 48,566

	Structural Install	15%	\$ 145,697
	PV Module Delivery	10%	\$ 97,131
	BOS Equipment Delivery	10%	\$ 97,131
	Electrical installation	24%	\$ 233,115
	Interconnection	3%	\$ 29,139
	Commissioning	3%	\$ 29,139
	Testing	3%	\$ 29,139
	ADA Upgrades	2%	\$ 19,426
	Management Labor	3%	\$ 29,139
<u>Final Completion</u>	Training	1%	\$ 9,713
	Punch List	1%	\$ 9,713
<u>DSA Close out</u>	DSA Certification	1%	\$ 9,713
		100%	\$ 971,312

EDITH LANDELS ELEMENTARY SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 21,122
<u>Preconstruction Work</u>	Design Development	3%	\$ 21,122
	100% Design Completed	4%	\$ 28,162
	DSA Approval	3%	\$ 21,122
	PV Module Procurement	5%	\$ 35,203
	Management Labor	1%	\$ 7,041
<u>Construction</u>	Foundations	5%	\$ 35,203
	Structural Install	15%	\$ 105,609
	PV Module Delivery	10%	\$ 70,406
	BOS Equipment Delivery	9%	\$ 63,365
	Electrical installation	22%	\$ 154,893
	Interconnection	3%	\$ 21,122
	Commissioning	3%	\$ 21,122
	Testing	3%	\$ 21,122
	ADA Upgrades	5%	\$ 35,203
	Management Labor	3%	\$ 21,122
<u>Final Completion</u>	Training	1%	\$ 7,041
	Punch List	1%	\$ 7,041
<u>DSA Close out</u>	DSA Certification	1%	\$ 7,041
		100%	\$ 704,058

FRANK L. HUFF ELEMENTARY SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 18,922
<u>Preconstruction Work</u>	Design Development	3%	\$ 18,922
	100% Design Completed	4%	\$ 25,230
	DSA Approval	3%	\$ 18,922
	PV Module Procurement	5%	\$ 31,537
	Management Labor	1%	\$ 6,307
<u>Construction</u>	Foundations	5%	\$ 31,537
	Structural Install	15%	\$ 94,611
	PV Module Delivery	10%	\$ 63,074
	BOS Equipment Delivery	9%	\$ 56,767
	Electrical installation	22%	\$ 138,763
	Interconnection	3%	\$ 18,922
	Commissioning	3%	\$ 18,922
	Testing	3%	\$ 18,922
	ADA Upgrades	5%	\$ 31,537
	Management Labor	3%	\$ 18,922
<u>Final Completion</u>	Training	1%	\$ 6,307
	Punch List	1%	\$ 6,307
<u>DSA Close out</u>	DSA Certification	1%	\$ 6,307
		100%	\$ 630,739

GABRIELA MISTRAL / MARIANA CASTRO ELEMENTARY SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 22,321
<u>Preconstruction Work</u>	Design Development	3%	\$ 22,321
	100% Design Completed	4%	\$ 29,762
	DSA Approval	3%	\$ 22,321
	PV Module Procurement	5%	\$ 37,202
	Management Labor	1%	\$ 7,440
<u>Construction</u>	Foundations	5%	\$ 37,202
	Structural Install	12%	\$ 89,285
	PV Module Delivery	7%	\$ 52,083
	BOS Equipment Delivery	8%	\$ 59,524
	Electrical installation	31%	\$ 230,654
	Interconnection	3%	\$ 22,321

	Commissioning	3%	\$ 22,321
	Testing	3%	\$ 22,321
	ADA Upgrades	3%	\$ 22,321
	Management Labor	3%	\$ 22,321
<u>Final Completion</u>	Training	1%	\$ 7,440
	Punch List	1%	\$ 7,440
<u>DSA Close out</u>	DSA Certification	1%	\$ 7,440
		100%	\$ 744,044

GRAHAM MIDDLE SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 51,473
<u>Preconstruction Work</u>	Design Development	3%	\$ 51,473
	100% Design Completed	4%	\$ 68,631
	DSA Approval	3%	\$ 51,473
	PV Module Procurement	5%	\$ 85,788
	Management Labor	1%	\$ 17,158
<u>Construction</u>	Foundations	6%	\$ 102,946
	Structural Install	16%	\$ 274,522
	PV Module Delivery	10%	\$ 171,576
	BOS Equipment Delivery	10%	\$ 171,576
	Electrical installation	22%	\$ 377,468
	Interconnection	3%	\$ 51,473
	Commissioning	3%	\$ 51,473
	Testing	3%	\$ 51,473
	ADA Upgrades	2%	\$ 34,315
	Management Labor	3%	\$ 51,473
<u>Final Completion</u>	Training	1%	\$ 17,158
	Punch List	1%	\$ 17,158
<u>DSA Close out</u>	DSA Certification	1%	\$ 17,158
		100%	\$ 1,715,763

MONTA LOMA ELEMENTARY SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 23,993
<u>Preconstruction Work</u>	Design Development	3%	\$ 23,993

	100% Design Completed	4%	\$ 31,990
	DSA Approval	3%	\$ 23,993
	PV Module Procurement	5%	\$ 39,988
	Management Labor	1%	\$ 7,998
<u>Construction</u>	Foundations	5%	\$ 39,988
	Structural Install	15%	\$ 119,963
	PV Module Delivery	10%	\$ 79,975
	BOS Equipment Delivery	10%	\$ 79,975
	Electrical installation	24%	\$ 191,941
	Interconnection	3%	\$ 23,993
	Commissioning	3%	\$ 23,993
	Testing	3%	\$ 23,993
	ADA Upgrades	2%	\$ 15,995
	Management Labor	3%	\$ 23,993
<u>Final Completion</u>	Training	1%	\$ 7,998
	Punch List	1%	\$ 7,998
<u>DSA Close out</u>	DSA Certification	1%	\$ 7,998
		100%	\$ 799,753

STEVENSON ELEMENTARY SCHOOL / DISTRICT OFFICE			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 28,698
<u>Preconstruction Work</u>	Design Development	3%	\$ 28,698
	100% Design Completed	4%	\$ 38,264
	DSA Approval	3%	\$ 28,698
	PV Module Procurement	5%	\$ 47,830
	Management Labor	1%	\$ 9,566
<u>Construction</u>	Foundations	5%	\$ 47,830
	Structural Install	14%	\$ 133,923
	PV Module Delivery	10%	\$ 95,659
	BOS Equipment Delivery	10%	\$ 95,659
	Electrical installation	23%	\$ 220,016
	Interconnection	3%	\$ 28,698
	Commissioning	3%	\$ 28,698
	Testing	3%	\$ 28,698
	ADA Upgrades	4%	\$ 38,264
	Management Labor	3%	\$ 28,698
<u>Final Completion</u>	Training	1%	\$ 9,566

	Punch List	1%	\$ 9,566
<u>DSA Close out</u>	DSA Certification	1%	\$ 9,566
		100%	\$ 956,593

THEUERKAUF ELEMENTARY SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 36,921
<u>Preconstruction Work</u>	Design Development	3%	\$ 36,921
	100% Design Completed	4%	\$ 49,228
	DSA Approval	3%	\$ 36,921
	PV Module Procurement	5%	\$ 61,535
	Management Labor	1%	\$ 12,307
<u>Construction</u>	Foundations	5%	\$ 61,535
	Structural Install	15%	\$ 184,605
	PV Module Delivery	10%	\$ 123,070
	BOS Equipment Delivery	9%	\$ 110,763
	Electrical installation	25%	\$ 307,675
	Interconnection	3%	\$ 36,921
	Commissioning	3%	\$ 36,921
	Testing	3%	\$ 36,921
	ADA Upgrades	2%	\$ 24,614
	Management Labor	3%	\$ 36,921
<u>Final Completion</u>	Training	1%	\$ 12,307
	Punch List	1%	\$ 12,307
<u>DSA Close out</u>	DSA Certification	1%	\$ 12,307
		100%	\$ 1,230,700

VARGAS ELEMENTARY SCHOOL			
Schedule of Values			
Activity Name		Percent of Total	Price
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 14,784
<u>Preconstruction Work</u>	Design Development	3%	\$ 14,784
	100% Design Completed	4%	\$ 19,712
	DSA Approval	3%	\$ 14,784
	PV Module Procurement	5%	\$ 24,640
	Management Labor	1%	\$ 4,928
<u>Construction</u>	Foundations	5%	\$ 24,640

	Structural Install	14%	\$ 68,992
	PV Module Delivery	10%	\$ 49,280
	BOS Equipment Delivery	9%	\$ 44,352
	Electrical installation	26%	\$ 128,127
	Interconnection	3%	\$ 14,784
	Commissioning	3%	\$ 14,784
	Testing	3%	\$ 14,784
	ADA Upgrades	2%	\$ 9,856
	Management Labor	3%	\$ 14,784
<u>Final Completion</u>	Training	1%	\$ 4,928
	Punch List	1%	\$ 4,928
<u>DSA Close out</u>	DSA Certification	1%	\$ 4,928
		100%	\$ 492,798

Exhibit F
INITIAL LAYOUT AND STAGING DOCUMENTS AND LIST OF PLANS AND SPECIFICATIONS

PLANS / DRAWINGS

**Benjamin Bubb Elementary School,
Edith Landels Elementary School,
Frank Huff Elementary School,
Gabriela Mistral / Mariana Castro Elementary School,
Graham Middle School,
Stevenson Elementary School / District Office, and
Vargas Elementary School**

GENERAL	
G-001	TITLE SHEET
G-100	GENERAL SITE PLAN
G-100F	FIRE AUTHORITY SITE PLAN
G-100A	ACCESSIBILITY PLAN
G-101A	ACCESSIBILITY DETAILS
ARCHITECTURAL	
A-2.0	SOLAR STRUCTURE LAYOUT
A-3.0	DIMENSIONED ARRAYS
ELECTRICAL	
E-002	ELECTRICAL SYMBOLS
E-003	ELECTRICAL SPECIFICATIONS
E-100	ELECTRICAL SITE PLAN
E-101	PV ARRAY PLAN
E-111	PV CANOPY LIGHTING PLAN
E-501	ELECTRICAL DETAILS
E-502	GROUNDING DETAILS
E-503	TITLE -24 OUTDOOR LIGHTING COMPLIANCE
E-600	SINGLE LINE DIAGRAM
E-700	WARNING LABELS
E-800	EQUIPMENT DATA SHEETS
STRUCTURAL	
S0.0	STRUCTURE SPECIFICATIONS
S0.1	STANDARD STRUCTURAL NOTES
S0.2	STRUCTURE PART DETAILS
S1.0	6 HIGH FULL STRUCTURE DETAILS
S2.0	4 HIGH STRUCTURE DETAILS
S3.0	ALTERNATE DETAILS
S3.1	ALTERNATE MODULE MOUNTING DETAILS
S4.0	EQUIPMENT PAD AND ANCHORAGE DETAILS
S5.0	EQUIPMENT PAD FENCE AND ANCHORAGE DETAILS

S6.0	BEACON UL2703 INSTALLATION GROUNDING MANUAL
S7.0	ELECTRICAL DETAILS

**Crittenden Middle School,
Monta Loma Elementary School, and
Theuerkauf Elementary School**

GENERAL	
G-001	TITLE SHEET
G-100	GENERAL SITE PLAN
G-100F	FIRE AUTHORITY SITE PLAN
G-100A	ACCESSIBILITY PLAN
G-101A	ACCESSIBILITY DETAILS
ARCHITECTURAL	
A-2.0	SOLAR STRUCTURE LAYOUT
A-3.0	DIMENSIONED ARRAYS
A-4.0	SOLAR ROOF MOUNT LAYOUT
A-5.0	DIMENSIONED ARRAYS
ELECTRICAL	
E-002	ELECTRICAL SYMBOLS
E-003	ELECTRICAL SPECIFICATIONS
E-100	ELECTRICAL SITE PLAN
E-101	PV ARRAY PLAN
E-111	PV CANOPY LIGHTING PLAN
E-501	ELECTRICAL DETAILS
E-502	GROUNDING DETAILS
E-503	TITLE -24 OUTDOOR LIGHTING COMPLIANCE
E-600	SINGLE LINE DIAGRAM
E-700	WARNING LABELS
E-800	EQUIPMENT DATA SHEETS
STRUCTURAL	
S0.0	PRE-CHECK SPECIFICATIONS
S0.1	STANDARD PC STRUCTURAL NOTES
S0.2	STRUCTURE PART DETAILS
S1.0	6 HIGH FULL STRUCTURE DETAILS
S2.0	4 HIGH TILT UP STRUCTURE DETAILS
S3.0	ALTERNATE DETAILS
S3.1	ALTERNATE MODULE MOUNTING DETAILS
S4.0	EQUIPMENT PAD AND ANCHORAGE DETAILS
S5.0	EQUIPMENT PAD FENCE AND ANCHORAGE DETAILS
S6.0	BEACON UL2703 INSTALLATION GROUNDING MANUAL

S7.0	ELECTRICAL DETAILS
ROOF STRUCTURAL	
RS1.0	SITE PLAN
RS2.0	EXISTING ROOF FRAMING PLAN SOLAR MODULE & RACKING LAYOUT
RS3.1	NORTH & SOUTH ELEVATIONS
RS3.2	EAST & WEST ELEVATIONS
RS3.3	SECTION-A
RS4.0	CONNECTION DETAILS
RS4.1	MANUFACTURER'S CUTSHEETS

SPECIFICATIONS

	Specification Description	Specification Number
	General Electrical	26 00 00
	Photovoltaic System Electrical	26 60 00
	Solar Photovoltaic Canopy Structures	05 90 02
	Solar Photovoltaic Roof Mounting	05 09 04

SPECIFICATION SECTION 26 00 00: GENERAL ELECTRICAL

PART 1 - GENERAL

1.01 RELATED SPECIFICATIONS

- A. Section 26 60 00: Photovoltaic System Specification.
- B. Section 05 90 02: Solar PV Canopy Structure Specification.
- C. Section 05 90 04: Solar PV Roof-Mount Specification.
- D. Other relevant District Specifications.

NOTE: Where this specification and other specifications or bridging-documents are in conflict, the more stringent shall apply. Contractor shall identify conflicts and confirm recommended equipment or procedures with the District.

1.02 CODES & REFERENCES

- A. The design and installation shall conform to all requirements as defined by the applicable codes, laws, rules, regulations and standards of applicable code enforcing authorities (Latest Edition as of the date of this contract, unless otherwise noted). The following are key standards that shall be followed. The Architect/Engineer of Record and Contractor shall ensure all applicable codes are followed:
 - 1. ASTM International (ASTM) (www.astm.org), including:
 - a. E3010, Standard Practice for Installation, Commissioning, Operation, and Maintenance Process (ICOMP) of Photovoltaic Arrays
 - 2. American National Standards Institute (ANSI)
 - 3. California Building Code (CBC), with State of California Amendments
 - 4. California Energy Commission Title 24 Building Energy Efficiency Requirements
 - 5. California Department of Forestry and Fire Protection, Office of the State Fire Marshal – Solar Photovoltaic Installation Guidelines
 - 6. DSA IR-16-8 (most recent) Guidelines
 - 7. DSA PL-07-02 (most recent) Guidelines
 - 8. Institute of Electrical and Electronics Engineers (IEEE)
 - 9. International Electrical Testing Association (NETA)
 - 10. Local Fire Permit Requirements
 - 11. National Electrical Manufacturers Association (NEMA)
 - 12. National Fire Protection Association (NFPA), California Electrical Code
 - 13. District Specifications and Requirements
 - 14. Underwriters Laboratory (UL), including:
 - a. UL 2703 – Standard for Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for use with Flat-Plate Photovoltaic Modules.
 - 15. Utility company standards and requirements
 - 16. All other applicable Codes and Ordinances

1.03 GENERAL

- A. This specification defines the general electrical work required for complete and fully functioning photovoltaic systems at each site. The design and installation shall conform to all requirements as defined by the applicable codes, laws, rules, regulations and standards as specified in the Agreement.
- B. The Contractor shall include all items and all work reasonably inferred by these specifications and the Contract Documents, including any design-build bridging documents. If the Contractor is in doubt as to the intent of any portion of these specifications or the Contract Documents, or necessary information is

omitted, the Contractor shall notify the District in writing for clarifications or corrections to be provided by addendum.

- C. All design documents, cut sheets, and technical specifications shall be submitted, reviewed and accepted by the District per the guidelines specified in the Contract.

1.04 WORK INCLUDED

- A. The work shall include the design of the electrical system, materials, equipment, fabrication, installation and tests in conformity with applicable codes and professionally recognized standards.
- B. The electrical design shall be fully developed, including but not limited to the following:
 - 1. Description and supportive calculations for all power and grounding systems.
 - 2. Evaluation of existing switchgear and Utility transformers for interconnection compatibility.
 - 3. Location and layout of all system equipment.
 - 4. Site plans, equipment elevations, schedules, equipment arrangement and detailed drawings
 - 5. Single line diagrams including local utility system tie-ins.
 - 6. All other drawings, calculations, details, and schedules required for the system design.
- C. All required construction documents and compliance documentation.
- D. Temporary power and lighting as required for construction.
- E. All required incidental work directly related to the construction of the System, such as excavating, directional boring, backfilling, roof flashing, fire stopping, waterproofing, pavement repair, striping, and testing.
- F. Any other electrical work as might reasonably be implied as required to fulfill the contracted scope, even though not specifically mentioned herein or shown on the drawings
- G. Design and construction coordination with all other disciplines and trades.
- H. All other utilities, labor, materials, apparatus, tools, equipment, transportation, and special or occasional services as required to fulfill the contracted scope.

1.05 CONDITIONS AT SITE

- A. Contractor is responsible for familiarizing themselves with all discernible site conditions. No extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not, only if those conditions were reasonably determinable by Visual Verification and/or the reports, studies, drawings, and other materials provided by the District.
- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the District and to the complete satisfaction of the District.

1.06 QUALITY ASSURANCE

- A. GENERAL
 - 1. *Construction Documents shall be designed and signed by a validated, registered professional engineer in the State of California.*
- B. CONFORMANCE
 - 1. All equipment and accessories to be the product of a manufacturer regularly engaged in its manufacture.
 - 2. Supply all new equipment and accessories free from defects and listed by Underwriter's Laboratories, Inc., or bearing its label or label of a Nationally Recognized Testing Laboratory (NRTL).

3. All items of a given type shall be the products of the same manufacturer on a given site, or equal.
4. If after contract is awarded, minor changes and additions are required by aforementioned authorities that do not materially impact the Contract Price, they shall be included at Contractor's expense.

C. COORDINATION

1. *Contractor shall become familiar with the conditions at each job site and plan the installation of the electrical work to conform with the existing conditions so as to provide the commercially reasonable assembly of the combined work of all trades within the Contractor's scope.*

D. COORDINATION DRAWINGS FOR ELECTRICAL INSTALLATION

1. *Prepare Coordination Drawings, to scale. Detail major elements, components and systems of electrical equipment and materials in relation to each other and to other systems, installations, and building components. Indicate locations and space requirements for installation, access and working clearances. Show where sequence and coordination of installations are important to the efficient flow of the Work. Indicate the following:*
 - a. Plans, equipment elevations and details including the following:
 - i) Clearances to meet safety requirements and for servicing and maintaining equipment, including space for equipment disassembly required for periodic maintenance.
 - ii) Equipment support details.
 - iii) Exterior wall, roof and foundation penetrations of cable and raceway; and their relation to other penetrations and installations.
 - iv) Fire-rated wall and roof penetrations by electrical installations.
 - v) Sizes and locations of required concrete pads and bases.
 - vi) Grounding system details.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all trades.
- B. Delivery and Storage: Deliver all materials to the job site in their original containers with all labels intact and legible at time of use. Store in strict accordance with approved manufacturers' recommendations. All deliveries are to be made to the Contractor's job trailer or approved storage location. Under no circumstances shall District be responsible for accepting deliveries.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the District and at no additional cost to the District.
- D. Contractor shall personally, or through an authorized representative, check all materials upon receipt at jobsite for conformance with approved shop drawings and/or plans and specifications.

1.08 SCHEDULING/SEQUENCING

- A. Contractor shall coordinate all schedules and sequencing of electrical work with District.
- B. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet the construction schedule, together with any special handling charges, shall be borne by the Contractor.
 1. Contractor shall coordinate production and delivery schedule for all District-supplied equipment with the equipment suppliers to ensure that all District-supplied equipment is delivered to site in coordination with the construction schedule and in such a manner as to cause no delays in completion of the Contract as scheduled.

1.09 WIND LOADING AND SEISMIC DESIGN

- A. Comply with all applicable codes and standards and provide wind load restraints for all equipment installed under this contract that requires restraint. The electrical equipment wind loading restraint shall be designed as required by the Authorities Having Jurisdiction (AHJs).
- B. The electrical system shall be designed for the appropriate seismic zone and to meet all seismic design requirements of the AHJs. Where applicable, the electrical equipment shall be designed to accommodate lateral displacement in the event of an earthquake based on a nonlinear response-history seismic analysis for the appropriate seismic zone.

1.10 PERMITS AND INSPECTIONS

- A. Contractor shall obtain all required permits and arrange for all required inspections, including utility company requirements, inspections, and sign-offs.
- B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials of the same type or classification, used for the same purpose, shall be the product of the same manufacturer on a given Site, or equal.

2.02 POSTED OPERATING INSTRUCTIONS

- A. Furnish approved operating instructions for systems and equipment where indicated in the technical sections for use by operation and maintenance personnel. The operating instructions shall include wiring diagrams, control diagrams, and control sequence for each principal system and equipment. These shall be provided in accordance with the O&M manual requirements.

2.03 CATALOGED PRODUCTS / SERVICE AVAILABILITY

- A. Materials and equipment shall be current products by manufacturers regularly engaged in the production of such products. Specified product lines shall have been in satisfactory commercial or industrial use for a minimum of 2 years prior to design. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The 2-year period shall be satisfactorily completed by a product for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures. Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6,000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished. The equipment items shall be supported by service organizations which are reasonable convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

2.04 ACCEPTABLE MANUFACTURERS

- A. Materials shall be of make mentioned elsewhere in this specification, or equal. All materials shall be new and approved by the Underwriters' Laboratories or an NRTL approved by District.

2.05 BASIC ELECTRICAL EQUIPMENT AND MATERIALS

- A. Inverters and PV Modules – See Specification 26 60 00.
- B. AC Panelboards:
 - 1. As manufactured by Cutler-Hammer, Square D, General Electric, Siemens, IEM, or to match existing equipment at each Site, wherever possible. Similar products may be submitted for considerations and

formal approval. Equipment shall at a minimum be NEMA 3R outdoors or NEMA 1 for surface mount in unfinished interior locations and flush mounted in finished and occupied spaces. Provide housekeeping pads for all floor or slab mounted equipment.

2. Enclosures: code gauge galvanized sheet steel with welded full flange end pieces, stretcher-leveled steel trim, back pan and door or painted steel or powder-coated steel. All surface mounted panels to have enclosures painted in gray enamel. All flush mounted panels to have cover painted to match adjacent surface, where District will provide matching paint.
 3. Phase and ground bussing of aluminum.
 4. Trims on surface-mounted cabinets secured with nickel-plated screws with cup washers, bottom of all trims to have lugs for resting on cabinet flange.
 5. Panels shall be 20 inches minimum in width, provided with approved gutter space, barriers and adjustable supports. Doors mounted with concealed hinges provided with standard locking mechanism provided by panel manufacturers. Doors and trims and surface mounted cabinets primed and finished with standard primer provided by manufacturer and factory.
 6. Each panel shall be equipped with a aluminum ground bus.
 7. All panels shall be fully bussed to accept future circuit breakers.
- C. Distribution Low Voltage Dry-Type Transformers (120/208V and 277/480V):
1. Ventilated type, NEMA 3R where used outdoors.
 2. Transformer shall be 3-phase, 60 Hertz. Primary winding shall be Delta connected and secondary winding shall be Wye connected. The temperature rise at rated voltage and full load shall not exceed 150 degrees C with a 220 degrees C U.L. Component Recognized Insulation System. The windings shall be Aluminum or Copper.
 3. The higher voltage winding shall have quantity (6) 2.5% taps - (2) FCAN and (4) FCBN. Set secondary voltage for 120/208V.
 4. Transformer terminals shall be front connected for ease of installation and maintenance.
 5. Where the transformers are installed outdoors provide weatherproof drip cover, rodent screen and a NEMA 3R rating of the enclosure.
 6. Transformers shall be suitable to carry the PV load characteristics and in the direction of power flow required for the PV system power production.
- D. Circuit Breakers:
1. Circuit breakers shall be molded case rated 250 or 480 volt, multiple or single pole with amperage ratings as required for each circuit. All breakers to be bolt on, manually operated with "de-ion" arc chutes. Plug-in breakers are not acceptable.
 2. Circuit breakers shall be rated to interrupt the available short circuit current at the point of application.
- E. Raceways and Conduit Bodies: Only the raceways specified below shall be utilized on these projects. Substitutions shall be pre-approved in writing:
1. Rigid Type - hot dip galvanized or sherardized steel, to be used at all exterior locations, below grade, or in concrete slab, and to 18" on either side of structural expansion joints in floor slabs, with completely watertight, threaded fittings throughout.
 - a. All rigid steel conduit couplings and elbows in soil or concrete or under membrane to be ½ lap wrapped with Scotch #50 tape and threaded ends coated with T&B #S.C.40 rust inhibitor prior to installation of couplings.

- b. ½ lap wrap all rigid steel conduit stub-ups from slab or grade to 6" above finished grade level with Scotch #50 tape.
 - c. In lieu of rigid steel conduit for power and control raceways and branch circuit conduits in soil or concrete slabs, "Schedule 40" PVC with Schedule 80 PVC conduit elbows and stub-ups may be used with code size (minimum No. 12) ground wire. A "stub-up" is considered to terminate 6" above the finished surface.
 - i) Schedule 80 PVC conduit shall be used in all concrete footings or foundations and to 18" of either side of footings or foundation walls.
 - ii) Schedule 80 PVC conduit shall be used in all concrete masonry unit (CMU) walls or columns.
- 2. Provide a minimum cover of 36 inches for all conduits in ground outside of buildings, unless otherwise noted.
- 3. Conduit installed using horizontal directional boring (HDB) shall include tracer tape or traceable conduit. Minimum depth of the conduit shall be per NEC Table 300.5 or per District Requirements, whichever is more stringent. The Contractor is responsible for demonstrating that all conduits installed utilizing horizontal boring meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. Contractor shall provide documentation of final depth and routes of all conduit installed in horizontal bores.
- 4. Conduit buried underground shall be suitable for the application and compliant with all applicable codes. PVC shall be constructed of a virgin homopolymer PVC compound and be manufactured according to NEMA and UL specifications. All PVC conduit feeders shall contain an appropriate copper grounding conductor sized per NEC requirements and continuity shall be maintained throughout conduit runs and pull boxes. Minimum conduit size shall be ¾". A metallic tracing/caution tape shall be installed in the trench over all buried conduit. All underground conduits placed in trenches, buried under roadways, or swales shall be encased with red dyed concrete slurry cap.
- 5. All conduit runs in concrete floor slabs (where allowed) shall be installed to comply with all applicable UBC and structural codes to maintain the structural integrity of the floor slab. Where conflicts occur, alternate routing shall be provided at no additional cost to the District.
- 6. Electrical Metallic Tubing (EMT) shall only be exposed in electrical and mechanical rooms and in unfinished spaces and in concealed and furred spaces, made up with steel watertight or steel set screw type fittings and couplings. Set screws shall have hardened points. Cast fittings are unacceptable. EMT may be used in exterior installations where allowed by NEC, DSA or AHJ requirements and any other applicable code. All exterior fittings shall be watertight. EMT may not be installed in areas subject to severe physical damage, including in any carport location with potential for vehicle strike or within 8' of grade. EMT shall be used to run lighting and inverter circuits along canopy purlins.
- 7. All exposed conduits on sides of buildings, or in other visible areas, shall be painted to match adjacent finishes, after complete installation.
- 8. Fasten conduits securely to boxes with locknuts and bushings to provide good electrical continuity.
- 9. To facilitate pulling of conductors, install junction boxes as required.
- 10. If any empty conduits are provided as part of the projects, they shall be provided with a minimum of two sufficiently rated pull strings or wires inside conduit for future wire pull.
- 11. If conduits are to pass through structural expansion joints in floor slab, rigid galvanized conduit shall be used 18" on either side of joint, complete with Appleton expansion couplings and bonding jumpers, or equal. All above grade expansion joint crossings shall also utilize expansion joint couplings or flex conduit transitions as required for each particular installation. No solid conduits shall be allowed to cross expansion joints without proper provisions for building and seismic movement. Expansion joints only refer to contiguous structures, not the overhead space between

adjacent, separate canopies. Under no circumstance shall conduits/conductors pass overhead between separate canopies.

12. Provide thermal expansion fittings or provisions, per NEC 300.7(b), for all raceways subject to high temperatures in direct exposure to sunlight. Provide expansion provisions where more than 0.25" of expansion is calculated.10.
 13. Provide and install exterior wall conduit seals and cable seals in the locations listed below. Coordinate installation and scheduling with other trades:
 - a. Conduit seals through exterior wall or slab (below grade): O.Z. Gedney series "FSK" in new cast in concrete locations, series "CSM" in cored locations.
 - b. Conduit seals through exterior wall or slab (above grade): O.Z. Gedney series "CSMI."
 - c. Cable seals at first interior conduit termination after entry through exterior wall or slab: O.Z. Gedney series "CSBI." Coordinate quantity of conductors at each location.
- F. Function Boxes / Pull Boxes:
1. One-piece steel knockout type drawn j-boxes, unless otherwise noted, sized as required for conditions at each location.
 2. J-boxes for wet locations, cast aluminum FS or FD type with cast aluminum gasketed spring lid cover. Weatherproof "Bell" type boxes are not acceptable.
 3. Pull boxes to be NEMA 1 (indoor) or NEMA 3R (outdoor), sized per code, with grey enamel finish, steel construction, and screw-on covers.
 4. All connectors from conduit to junction or outlet boxes shall have insulated throats. Connectors shall be manufactured with insulated throats as integral part. Insertable insulated throats are unacceptable.
 5. Conduit Bodies: Malleable iron type, with lubricated spring steel clips over edge of conduit body, O-Z/Gedney type EW, or equal.
- G. Site Pull boxes: All site pull boxes shall be flush in-ground concrete, with engraved covers identifying service use (i.e. electrical, communications, etc.). Boxes shall be NEMA 250, Type 6, outside flanged, with recessed cover for flush mounting, by Christy or equal, with required depth to provide box and conduit depths shown or required.
1. Provide concrete covers for all boxes in planted or paved areas (up to available concrete cover size).
 2. Provide galvanized steel covers for all larger boxes (when concrete is not available), or in traffic areas. No cast iron covers.
 3. Provide bolted covers and slab bottoms (with grouted perimeter) or vault type boxes for all electrical distribution and signal system pull boxes used for site distribution, to prevent rodent entry. No collar type boxes with dirt or gravel bottoms.
 4. Provide drain hole at bottom of all vault type boxes, with loose aggregate base below, for proper drainage.
 5. All covers to be completely flush with finished adjacent surfaces.
 6. Provide galvanized steel H20 rated covers and installation of box rated for H20 in all traffic areas.
- H. Wire and Cable:
1. 600 or 1,000-volt class (as required for system design), insulation color coded, minimum No. 12 AWG for DC string circuits or AC circuits.

2. Copper wiring will be utilized for all DC wiring. Aluminum wiring shall be used to the point of interconnection to improve cost effectiveness for the District for systems with long bore shots to the point of interconnection.
3. Insulation type:
 - a. Standard locations: Conductors shall be Type PV or THWN or THWN-2 or RHH, RHW-2, USE-2 for wet and dry locations. All AC wire sizes used shall be based on a 75-degree insulation rating, unless specifically used with 90-degree rated devices. For wires/cables with 90 deg C insulation, the 90 deg C ampacity ratings shall be used for cable sizing before conditions of use de-rates are applied per NEC. All DC wire sizes shall be based on 90-degree insulation rating, when used with 90-degree rated PV equipment and components.
 - b. All conductors shall be stranded.
 - c. Install all wiring (low voltage and line voltage) in conduit, except PV string wiring at modules, which may be run outside of raceway.
 - d. Do not pull conductors into conduit until raceways and boxes have been thoroughly cleaned and swabbed as necessary to remove water and debris.
 - e. Approximately balance all AC circuits about the neutral conductors in AC collector panels.
 - f. All wire and cable shall bear the Underwriters' Label or equivalent NRTL label, brought to the job in unbroken packages.
 - g. The equipment grounding conductor shall be insulated or bare copper; where it is insulated, the insulation shall be colored green.
 - h. Install all circuits in one continuous section unless splices are approved by Purchaser. Exercise care in pulling to avoid damage or disarrangement of conductors, using approved grips. No cable shall be bent to smaller radius allowed by NEC code or manufacturer recommendations. Color code feeder cables at terminals. Provide identifying linen tags in each pull box
- I. Fire stopping: as manufactured by 3M Fire Protection Products or equal.
 1. Fire-rated and smoke barrier construction: Maintain barrier and structural ceiling fire and smoke resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound vibration absorption, and at other construction gaps.
 2. Systems or devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetration type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall penetrations. Systems or devices must be asbestos free.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which the work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 FIELD QUALITY CONTROL

- A. All workmanship shall be first class and carried out in a manner satisfactory to and approved by the District.
- B. This Contractor shall personally, or through an authorized and competent representative, constantly supervise the work and, as much as possible, keep the same foreman and workmen on the job throughout.

3.03 INSTALLATION/APPLICATION/ERECTION

- A. All cutting, repairing and structural reinforcing for the installation of this work shall be done by the General Contractor in conformance with the District's requirements.
- B. Excavate and trench or directional bore as necessary for the electrical installation, and when the work has been installed, inspected and approved, backfill all excavations with clean earth from excavation, or imported sandy soil in maximum 8" (eight-inch) layers, moisten and machine tamp to 95% compaction, and restore the ground and/or paving or floor surfaces to their original condition.
- C. Floor Mounted Inverter Installation: Provide mounting channels for grouting into floor or slab. Channels shall be properly drilled to receive the equipment placed flush in floor, leveled and secured in place prior to pouring of floor, of length as required for switchboard. Bolt or weld switchboard to channels.
- D. Furnish and install all disconnect switches as required by code (AC and DC).

3.04 EARTHQUAKE RESISTANT INSTALLATION & FASTENING:

- A. All electrical equipment and raceways shall be designed to withstand forces generated by earthquake motions. As a minimum, equipment and equipment frames shall be designed to withstand a force of 25% of the weight of the equipment and frame acting at its center of gravity. Anchorage of the equipment and/or frame to the structure shall be for a force of 50% gravity also acting at the center of gravity.
- B. For floor mounted inverters and switchboards / distribution panels, the above values shall be doubled. Design stresses in either case may be increased 1/3 over normal allowable stresses but never beyond yield.

3.05 ADJUSTING AND CLEANING

- A. All electrical equipment, including existing equipment not "finish painted" under other sections, shall be touched up where finished surface is marred or damaged.
- B. All equipment shall be left in clean condition, with all shipping and otherwise unnecessary labels removed there from.

3.06 IDENTIFICATION

- A. Inverters, combiner boxes, pull boxes, switchboards, panel boards, distribution circuit breakers, disconnect switches, and related electrical enclosures shall be properly identified by means of engraved laminated plastic descriptive nameplates mounted on apparatus using stainless steel screws or permanent epoxy adhesive where set screws are not feasible. Standard adhesives alone are not acceptable. Nameplates shall have white letters with black background. Cardholders in any form are not acceptable.
- B. Provide all required safety and identification placards as required by code.

3.07 PAINTING OF EQUIPMENT

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.20.
- B. Field Applied: Paint electrical equipment as required to match finish or meet safety criteria.

3.08 TESTING

- A. General:
 - 1. All inspections and tests shall be in accordance with the International Electrical Testing Association - Acceptance Testing Specifications ATS-2009 (referred to herein as NETA ATS-2009).

2. Final test and inspection may be conducted in presence of District: Tests shall be conducted at the expense of and by the Contractor at a mutually agreed time. Submit written test reports.
3. The electrical installation shall be inspected and tested to ensure safety to building occupants, operating personnel, conformity to code authorities, and final Construction Shop Drawings.
4. Final Inspection Certificates: Prior to final payment approval, deliver to the District, with a copy to the District, signed certificates of final inspection by the appropriate inspection authority.
 - a. Grounding System:
 - i) All ground connections shall be checked, and the entire system shall be checked for continuity. The resistance of the ground system at each site shall be measured using a 3-point fall-of-potential method. The maximum ground resistance shall be three ohms.
 - ii) Ground tests shall meet the requirements of the National Electric Code, Article 250.
 - iii) All PV system grounding shall meet the requirements of NEC Article 690.

END OF SPECIFICATION SECTION 26 00 00

SPECIFICATION SECTION 26 60 00: PHOTOVOLTAIC SYSTEM

PART 1 - GENERAL

1.01 RELATED SPECIFICATIONS

- A. The Contract and any design-build bridging documents.
- B. Section 26 00 00: General Electrical Specifications.
- C. Section 05 90 02: Solar PV Canopy Structure Specification.
- D. Section 05 90 04: Solar PV Roof-Mount Specification.
- E. Other relevant District Specifications.

NOTE: Where this specification and other specifications or bridging-documents are in conflict, the more stringent shall apply. Contractor shall identify conflicts and confirm recommended equipment or procedures with the District.

1.02 CODES & REFERENCES

- A. The design and installation shall conform to all requirements as defined by the applicable codes, laws, rules, regulations and standards of applicable code enforcing authorities (Latest Edition as of the Date of this Contract, unless otherwise noted). The following are key standards that shall be followed. The Architect/Engineer of Record and Contractor shall ensure all applicable codes are followed:
 - 1. ASTM International (ASTM) (www.astm.org), including:
 - a. E3010, Standard Practice for Installation, Commissioning, Operation, and Maintenance Process (ICOMP) of Photovoltaic Arrays
 - 2. American National Standards Institute (ANSI)
 - 3. California Building Code (CBC), with State of California Amendments
 - 4. California Energy Commission Title 24 Building Energy Efficiency Requirements
 - 5. California Department of Forestry and Fire Protection, Office of the State Fire Marshal – Solar Photovoltaic Installation Guidelines
 - 6. DSA IR-16-8 (most recent) Guidelines
 - 7. DSA PL-07-02 (most recent) Guidelines
 - 8. Institute of Electrical and Electronics Engineers (IEEE)
 - 9. International Electrotechnical Commission (IEC), including:
 - a. 62446-1 Photovoltaic (PV) systems – Requirements for testing, documentation and maintenance.
Part 1: Grid connected systems – Documentation, commissioning tests and inspection
 - 10. International Electrical Testing Association (NETA)
 - 11. Local Fire Permit Requirements
 - 12. National Electrical Manufacturers Association (NEMA)
 - 13. National Fire Protection Association (NFPA),
 - 14. Current California Electrical Code
 - 15. District Specifications and Requirements
 - 16. Underwriters Laboratory (UL), including:
 - a. UL 2703 – Standard for Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for use with Flat-Plate Photovoltaic Modules.
 - 17. Utility company standards and requirements
 - 18. All other applicable Codes and Ordinances

1.03 GENERAL

- A. The project includes the design and construction of complete Photovoltaic Systems (PV), including all AC and DC components. The design and installation shall conform to all requirements as defined by the applicable codes, laws, rules, regulations and standards as specified in the Contract.
- B. The Contractor shall include all items and all work reasonable required to complete the System in accordance with the Agreement. If the Contractor is in doubt as to the intent of any portion of these specifications, or necessary information is omitted, the Contractor shall notify the District in writing for clarifications or corrections to be provided by addendum.
- C. All design documents, cut sheets, and technical specifications shall be submitted, reviewed and accepted by the District per the guidelines specified in the Contract and any bridging documents.

1.04 WORK INCLUDED

- A. The work shall include the design, engineering, materials, labor, equipment, installation, testing, services, and incidentals necessary to install complete Photovoltaic (PV) Systems in conformity with applicable codes and professionally recognized standards.
- B. PV systems shall consist of arrays of framed photovoltaic modules, mounting hardware, terminal boxes, combiner boxes, quick-connect electrical connectors, DC wiring, DC disconnects, utility interactive inverters, AC disconnects, AC feeders, AC circuit breakers, AC panel boards / switchgear, and complete data acquisition and monitoring systems.
- C. The PV systems shall be utility grid connected. The Contractor shall be responsible for all required utility company coordination, applications, inspections, permits, and final approval for the complete interconnection of the PV systems with the utility company grid, including bi-directional utility meters at each location.
- D. The Contractor shall ensure adequate clearance and equipment space within the allotted areas and existing building and site conditions. All equipment and sizes / clearances shall be coordinated with the District prior to rough-in.
- E. The Contractor shall provide for the disconnection, disposition, and proper disposal of all existing equipment to be replaced.

1.05 QUALITY ASSURANCE

- A. All equipment shall be listed to Underwriters' Laboratories (UL) standards as applicable.
- B. Installer Qualifications – The installing contractor shall be familiar with the equipment to be installed and have the necessary training to install in the equipment.

1.06 MATERIALS, DELIVERY, STORAGE, AND HANDLING

- A. All materials shall be delivered new, undamaged and without defects.
- B. All equipment and panels shall be handled with care so as not to damage the delivered products. All equipment shall be installed in new and neat condition.
- C. Appropriate protective clothing shall be worn when handling the equipment.
- D. All materials stored on the roof shall be distributed so as not to overload the roof at any point. All materials stored on roof shall follow the guidelines of the roofing system manufacturer including protection boards, pallets and/or mats to prevent damage to the roof system and insulation assemblies. All roof top construction, construction related traffic and staging areas shall have protection boards in place to prevent damage to the roofing system and insulation assemblies.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Acceptable system manufacturers/vendors shall be as specified in other sections of this RFP. Manufacturers shall provide their latest line of equipment, meeting all current industry standards and all performance criteria set forth in this RFP. The District seeks equipment from proven, industry leading manufacturers in solid financial standing, producing tier-one equipment.
- B. Contractor proprietary products shall have an ICC report or a testing report stamped and signed by a licensed California engineer.

2.02 EQUIPMENT AND MATERIALS

A. PV MODULES SHALL MEET THE FOLLOWING:

- 1. Module manufacturer that has produced no less than 250MW of modules in the prior year.
- 2. Modules are from a field-tested product line that has been commercially available for no less than three years.
- 3. Module manufacturer shall provide a 25-year warranty on the solar modules with at least 80 percent power output guaranteed at 25 years.
- 4. Have a minimum 25-year design life, designed for normal, unattended operation.
- 5. UL 1703 listed.
- 6. UL listed for the specified voltage (typically 1000 V-DC).
- 7. Meet IEC 61215 (crystalline silicon PV modules) or IEC 61646 (thin film PV modules) standards.
- 8. Meet California SB1 Guidelines for Eligibility.

B. INVERTERS SHALL MEET THE FOLLOWING:

- 1. String-type inverters.
- 2. Integrated AC and DC disconnects
- 3. Include a 10-year warranty.
- 4. Manufacturer produced no less than 250 MW of inverters in the prior fiscal year.
- 5. Field-tested product line that is commercially available for no less than 2 fiscal years.
- 6. Comply with the following:
 - a. UL 1741 listed, inclusive of UL 1741-SA requirements.
 - b. IEEE 1547, including testing to IEEE 1547.1 and IEEE C62.45.
 - c. IEEE C62.41.2 and CSA107.1-01.1.
 - d. California Rule 21, CEC approved and utility line interactive type.
- 7. Incorporate disconnect switch for main DC power disconnect in compliance with applicable codes and utility requirements.
- 8. Sized as required to support the PV module production load within the rating of the equipment, together with all other components. Sizing shall not exceed 1.35 DC:AC ratio without approval by District.
- 9. Meet the following requirements:
 - a. Nominal AC Voltage (Three-phase, + 10%): 208, 240, or 480 VAC (as required per site)
 - b. Nominal AC Frequency (+ 0.5 Hz): 60 Hz
 - c. Line Power Factor (Above 20% rated power): >0.99

- d. AC Current Distortion (At rated power): <5% THD
 - e. Maximum Open Circuit Voltage DC: 1,000 VDC
 - f. Maximum Ripple Current (% of rated current): <5%
 - g. Minimum Inverter Efficiency: >96%
 - h. Temperature Range Ambient: -4° F to 122° F (-20° C to 50° C)
 - i. Enclosure Environmental Rating (minimum): NEMA 3R
 - j. Relative Humidity (non-condensing): 0-95%
 - k. Sound level: <85 dBA
 - l. Capable of producing reactive power to operate between a power factor of 0.9 lagging to 0.9 leading (as adjusted on the inverter equipment).
 - m. Protective Functions: Standard wakeup voltage, wakeup time delay, shutdown power, shutdown time delay, AC over / under voltage and time delays, AC over / under frequency and time delays, ground over current, over-temperature, AC and DC over current, DC over voltage
 - n. User Display: Standard-LCD with on/off capability
 - o. DC Disconnect: 1,000 VDC load break rated
 - p. Isolation Transformer (if applicable): High-efficiency type, supplied by the manufacturer of the Inverter Systems, mounted within same enclosure or directly adjacent, with factory-designated wiring provisions.
 - q. Zone 4 Seismic Rating (free standing) or wall mounted
 - r. Internal combiner panel option to allow connections of sub-arrays at the Inverter without the use of additional equipment.
- C. All equipment costs shall include all known and future duties, tariffs, export tariffs, customs, demurrage, and shipping costs.
 - D. No substitution for contracted equipment shall be made without the written consent of District. Such consent will not to be unreasonably conditioned, delayed, or withheld.
 - E. Upon connection of the new PV systems, provide a placard on the respective Main Switchboard to identify the two sources of power feeding the equipment.
 - F. Combiner boxes (where used) shall be NEMA 3R rated (minimum) and shall include fuses for string inputs and a bus bar to combine the strings into sub-arrays, for input into the Inverter system. Minimum combiner box output bus ampacity shall be 156% of the rated short circuit current available to be carried on the bus (the sum from all strings to the bus).]
 - G. All AC interconnecting feeders shall be sized to NEC Table 310.16 (75 degree column) based on associated disconnect amperage. Conduit fill to 40% max. Include temperature derating as required for the ambient temperatures and roof conditions per NEC. Provide equipment grounding conductor in each conduit.
 - H. All roof and exterior mounted raceways shall be designed and installed to accommodate expansion and contraction due to heating affects, including adequate cable length and listed expansion couplings. All expansion couplings or installations shall include grounding bonding jumpers as required by code.
 - I. All AC circuits to be 3-wire or 4-wire + ground. All grounding per NEC 690, Part V.
 - J. All DC circuits and feeders sized to NEC table 310.16 (90-degree column) based on associated disconnect amperage. Minimum ampacity shall be 156% of the rated short circuit current available to be carried on the specific conductor. Conduit fill to 40% max. Include temperature derating as required for the ambient temperatures and roof conditions per NEC. Provide equipment grounding conductor in each conduit.
 - K. All DC circuits to be 2-wire + ground.
 - L. All AC and DC wiring in conduit to be RHW-2, PVWIRE, THWN-2, or XHHW-2 (90 degree) wet rated for use with 90 degree listed terminals on PV equipment.
 - M. All exposed DC wiring to be USE-2, PVWIRE, or SE (90 degree) wet rated and sunlight resistant or PV Wire.

- N. Above ground exposed conduit shall be rigid galvanized steel with threaded fittings except where DSA and other applicable codes specifically allow for the use of EMT conduit. All conduit shall meet NEC Code, DSA Guidelines and any applicable standards. Exterior installations shall have watertight fittings. All conduit shall be rated for exposed installation and a minimum design life equivalent to the solar panels. Paint all visible exposed raceways and boxes to match adjacent surface finish after installation. Colors to be selected and approved by the District, such approval not to be unreasonably conditioned, delayed, or withheld.
- O. All conduits and stub-ups under array canopies shall be encased within concrete caissons or piers or, protected from parking traffic with appropriately sized bollards if protection is required by electrical engineer.
- P. All interior conduit to be EMT with steel set-screw fittings (no cast fittings).

2.03 WIRE MANAGEMENT

- A. All inter-array wiring methods must meet or exceed current industry standards for wire management, strain relief and fastening.
- B. All inter-array wire management shall use stainless steel or galvanized steel cable clips, Heyco or similar. UV rated cable ties shall be used minimally and only in locations where the use of cable clips is impossible.
- C. Where exposed, wires, cables and conductors shall be managed in a neat and orderly manner. Where exposed to environmental conditions (e.g., sunlight, rain, wind, etc.) and visible from below, wires shall be fastened in a uniform and discrete fashion.
- D. All conductors and conduits between separate arrays shall be routed underground. Wiring shall be routed down columns, encased in piers/caissons, routed underground between arrays or carports, and up the nearest column on the adjacent array. Under no circumstance shall circuits, conduits, or chaseways be mounted overhead between separate structures, including seismic gaps.
- E. Strain relief and drip loops shall be utilized at all entrances to and from conduit bodies, junction boxes, weather heads, switchgear, inverters and panelboards etc. Conductors shall be strapped with strain relief as not to stress panel leads, home runs or mechanically crimped connections within the array.

2.04 MISC. SYSTEM REQUIREMENTS

- A. All exterior equipment to be sunlight and UV resistant as well as rated for elevated temperatures at which they are expected to operate (on roofs in hot sunlight).
- B. No dissimilar metals are allowed to contact each other (use plastic or rubber washers) with the exception of anodized aluminum module frames in contact with galvanized carport purlins. Best practices shall be used to avoid corrosion.
- C. No aluminum in contact with concrete or masonry materials.
- D. Bolted connections shall be non-corrosive and include locking devices designed to prevent twisting over the design life of the PV system.
- E. Environmental impact of system equipment containing hazardous materials shall be disclosed, as well as maintenance and disposal instructions for equipment at the end of its useful life.

2.05 SYSTEM ELECTRICAL

- A. The modules shall be interconnected using cable assemblies. The pigtails shall be quick-connect electrical wiring connections rated for the application (90 degree rated).
- B. Raceway system shall be installed in a manner that prevents water from draining into electrical equipment.
- C. Full specifications of the inverter shall be supplied as part of the system submittal.

- D. All major components of the systems and the installation procedures shall meet California Electrical Code requirements, including Article 690.
- E. The PV system shall be designed to automatically drop offline when normal utility power is lost to avoid unintentional islanding effects as required by the local utility. Exceptions may be made by District where PV system is part of an emergency power/battery backup allowed by Utility and AHJ.
- F. All electrical system equipment shall be properly rated to withstand and interrupt (in the case of over current protection devices) the available fault current at the point of use.
- G. All required overcurrent protection and electrical bussing sizes per NEC 690.
- H. Means of system grounding to be approved by professional Electrical Engineer of record and GFCI protection shall be in accordance with latest NEC requirements.

2.06 MONITORING

- A. DAS - A Data Acquisition and Monitoring System (DAS) shall be provided for all points of interconnect. The system shall include, but not be limited to, the measurement, calculation, display, and reporting of the following items:
 1. PV production in 15-min reporting intervals.
 2. Energy consumption in 15-min reporting intervals.
 3. Weather data in 15-min reporting intervals
 4. System electrical functions (instantaneous and accumulated power output (kW and kWh), AC and DC system voltage and amperage, and peak value tracking with associated time stamps).
 5. Pounds of CO₂ emissions avoided from the generation of PV energy at the site (compared to local utility fuel mix electric carbon content).
 6. DAS shall be capable of outputting data in the Western Renewable Energy Generation Information System (WREGIS) format sufficient for registering Renewable Energy Credits (RECs) from each system.
 7. Lifetime logging and access to data reported by DAS.
 8. DAS shall provide District access to all data through an open data exchange protocol (FTP Push or API) at no additional cost to District or District's third-party designee. This data shall, at a minimum, include PV production data, energy consumption data, inverter production data, inverter AC power data, inverter current data, inverter voltage data, weather station and/or satellite data, and alarm status readings. All data shall be available over multiple timescales, ranging from 15-min intervals to annual intervals and shall include both real-time and historic data.
- B. Cellular data shall be used for communications with the DAS and metering systems. In the absence of cellular service availability, the District may, at its own discretion, provide internet connections on a site by site basis.
- C. Separate consumption meters shall be provided for each utility account. Consumption meters shall include a web-enabled interface and 15-min reporting intervals to be synced with PV meter production intervals. Consumption meter standard assumption is 480V POI, assumption for anything above 480V POI without a storage component will be monitored at additional cost.
- D. Contractor shall load software (as applicable) on District provided computers and train District in operation and maintenance of software or cloud-based systems and related monitoring functions.
- E. WEATHER STATIONS
 1. A weather station shall be provided at three sites in the District's portfolio of Systems, located at Graham Middle School, Vargas Elementary School, and Theuerkauf Elementary School.

- a. Data from the weather station at Graham Middle School shall be used for Graham Middle School, Benjamin Bubb Elementary School, Frank L. Huff Elementary School, and Gabriela Mistral / Mariana Castro Elementary School.
 - b. Data from the weather station at Vargas Elementary School shall be used for Vargas Elementary School and Edith Landels Elementary School.
 - c. Data from the weather station at Theuerkauf Elementary School shall be used for Theuerkauf Elementary School, Crittenden Middle School, Monta Loma Elementary School, and Stevenson Elementary School / District Office.
2. The stations shall provide at a minimum: solar irradiation (coplanar and horizontal), ambient temperature, wind speed and any other data relevant to weather correction of solar PV system performance.
 3. Alternatively, satellite weather may be utilized in lieu of on-site weather stations. If utilized in place of a weather station, satellite weather information shall be made available on the same interval as PV production at no additional cost to District per Item A above.

PART 3 - EXECUTION

3.01 REQUIRED PLACARDS

- A. All placards shall be machine generated phenolic type with red background and white lettering, affixed to equipment with stainless steel screws or with permanent adhesive where set screws are not feasible. Minimum lettering size to be 1/4" unless otherwise noted or required for legibility.
- B. Provide a placard clearly visible at each main service panel to identify both sources of power, with the following wording in 1/4" high lettering per NEC 690.64(B)(4): "Warning - This Service Is Fed by Two Sources Of Power – The Utility Service Main Disconnect And The PV System Main Disconnect – Both Services Must Be Disconnected To Remove Power From The Switchboard".
- C. Provide a placard on each PV system input circuit breaker (where used) at the main panel with the following wording in 1/4" high lettering per NEC 690.64(B)(7): "Warning – Inverter Output Connection – Do Not Relocate This Overcurrent Device".
- D. Provide a placard on all disconnects with the following wording in 1/4" high lettering per NEC 690.17: "Warning - Electric Shock Hazard - Do Not Touch Terminals - Terminals On Both The Line and Load Sides May Be Energized In The Open Position".
- E. Provide a placard on the Main PV System Disconnect (adjacent to each main service panel) with the following information in 1/4" high lettering per NEC 690.53: "Photovoltaic Power Source Disconnect - Operating Current: X Amps; Operating voltage: XX VAC; Maximum System Voltage: XX VAC; Short-Circuit Current: XXX Amps", where X is the operating current, XX is the system voltage, and XXX is the maximum short circuit current contribution of the generating facility at the point of interconnection with the utility system.
- F. Provide a placard at each Main Switchboard with the following information in 1/4" High lettering per NEC 690.54: "Caution - Possible Backfeed From Photovoltaic Power System – X VAC, XX Amps", where X is the system voltage and XX is the maximum AC amperes of the installed system.
- G. Provide a placard on each PV System Inverter with the following information in 1/4" high lettering: "Photovoltaic Power Source Inverter Rating - Operating Current: XX Amps; Operating voltage: XXX VDC; Maximum System Voltage: 1,000 VDC; Short-Circuit Current: XXXX Amps", where XX is the maximum DC amperes of the installed system, XXX is the operating voltage DC, and XXXX is the short circuit current that the Inverter can provide (from all strings in parallel).

- H. Provide utility-required System Directory placard and utility safety switch Identification placard as required by local utility company, to identify all system components.
- I. Provide a placard for all Combiner Boxes to read: "DC Combiner Box [XXX]– [System Voltage] VDC Maximum".

3.02 UTILITY INTERCONNECTION

- A. The Contractor shall complete the submissions for the utility interconnection agreement with the District's approval. The Contractor shall submit the required authorization form with the utility to act on behalf of the District. In the event that the District has already submitted interconnection applications, the Contractor shall take all responsibility for the interconnect process upon contract execution.
- B. The PV system at each Site shall not be interconnected with the Utility's distribution facilities until written authorization from the Utility Company has been obtained. Unauthorized interconnections may result in injury to persons and damage to equipment or property for which the installing contractor may be liable.

3.03 INSTALLATION STANDARDS

- A. System Installation shall conform to the equipment manufacturers Installation Manual(s) and requirements or guidelines.
- B. All Local, State, and NEC codes shall be observed, including all industry standards related to the installation, operation, and maintenance of photovoltaic power systems.

3.04 TESTING

- A. Photovoltaic modules shall be tested in the factory for design performance and results shall be included in the Operation and Maintenance manuals.
- B. Inverters shall be factory tested for performance and the results, if available, will be included in the Operation and Maintenance manuals.
- C. System testing of the installed photovoltaic array shall be performed on all system strings and recorded in commissioning documentation and the Operation and Maintenance manuals.
- D. Commissioning of PV Systems shall adhere to IEC 62446-1 requirements and shall include the following at a minimum:

1. CONDUCTORS

- a. AC & DC conductor inspection / megger testing
- b. Wire management check
- c. DC string Voc/sc testing and recording
- d. Confirm all conduits & junction boxes are installed properly/watertight

2. Inspection of DC fusing and disconnects

3. Inspection of AC components: AC Disconnect, Main Switch Board, AC Combiner Panel Boards, Breakers, Fuses, Terminations, Phasing, OCPD operation, etc.

4. Grounding & bonding system inspection and continuity testing

5. INVERTERS

- a. Inverter inspections and tests per manufacturer instructions
- b. Inverter start-up and confirm proper inverter settings
- c. Inverter output tests - Confirm PV system AC output as expected based on design, insolation and inverter readings

6. IV Curve Trace, Performance testing and recording

7. THERMAL IMAGING

- a. Check all electrical components while systems are energized
 - b. Spot check, Modules, Inverters, Disconnects, AC system, etc.
- 8. Torque spot check on mechanical and electrical terminations
- 9. Inspection of corrosion control measures
- 10. Confirm signage and placards meet plans
- 11. Workmanship evaluation
- 12. Inspection of DAS / CT metering and monitoring equipment
- 13. Weather station component inspection and performance audit
- 14. Confirm web-based monitoring interface operations
- 15. LIGHTING CONTROLS
 - a. Confirm canopy lighting levels match photometric design, if provided
 - b. Verify component installations
 - c. Confirm lighting controls function as specified
- 16. Commissioning of any other major electrical infrastructure installed on the project per manufacturer requirements
- 17. Medium voltage equipment tested to ANSI/NETA requirements
- E. Testing to be performed per CPUC Electric Rule 21 testing procedures and requirements. All testing to be done on “no-cloud” days to avoid system fluctuation by passing clouds. Contractor to provide all testing and certification / commissioning.
- F. System start-up procedure shall be as outlined by the Manufacturer’s Installation Manual(s).

3.05 DOCUMENTATION

- A. All commissioning and testing reports shall be provided to the District within 30 days of completion of testing.
- B. The Contractor shall submit to the District a comprehensive and well-organized digital copy of an Operations and Maintenance (O&M) Manual with details for each system. The document shall be a well-organized, comprehensive and custom document created with details for each site. The document shall include at a minimum the following:
 - 1. System description and overview
 - 2. Simplified site plan that shows array naming convention, inverter locations, and disconnects
 - 3. Safety Details, including shut down procedures
 - 4. Contact information for the system installer and maintenance personnel
 - 5. Monitoring system login and operation details
 - 6. Standard procedures for both District and O&M personnel
 - 7. Maintenance information, including schedules and responsibilities for ongoing maintenance
 - 8. Troubleshooting and repair, including responses to typical issues and responsible parties
 - 9. Summary of Performance Guarantee on a site-by-site basis if applicable, inclusive of COD for each site, reporting dates and true-up dates.
 - 10. Summary table with the following details for each site: Site, System Size, Permission-to-Operate (PTO), Commercial Operation Date (COD), Final Completion Date, DSA/AHJ Closeout Date

11. Any other information that may be required for the District to easily and safely interact with, confirm performance, troubleshoot, maintain and/or service the materials and equipment installed under this Contract.
12. O&M Attachments shall include:
 - a. Permission-to-Operate (PTO) notice and any other pertinent Utility documentation
 - b. As-built Record Drawings in both AutoCAD and PDF (single compiled file for each site), provided as separate files. The updated as-built drawings shall also include the following details:
 - i) DC string maps with corresponding inverter nomenclature (ID), locations, azimuth, and tilt.
 - ii) Data logger make, model
 - iii) Include all horizontal/directional boring logs and column footing depths
 - c. Serial numbers of all equipment
 - d. Performance Guarantee (PeGu) with as-built details
 - e. Performance Data, Modeled As-built, including expected production over time. Electronic 8760 production and insolation data shall also be provided in spreadsheet format.
 - f. Material List - List of all items furnished and installed, including the following as applicable: PV Modules, inverters, combiner boxes, panelboards, switch gear, optimizers, rapid shutdown device, disconnects, and metering and DAS equipment
 - g. All warranties, cut sheets and manuals for major equipment
 - h. System testing and commissioning documentation

END OF SPECIFICATION SECTION 26 60 00

SPECIFICATION SECTION 05 90 02: SOLAR PHOTOVOLTAIC CANOPY STRUCTURES

PART 1 - GENERAL

1.01 RELATED SPECIFICATIONS

- A. The Contract and any design-build bridging documents.
- B. Section 26 00 00: General Electrical Specifications.
- C. Section 26 60 00: Photovoltaic System Specifications.
- D. Other relevant District Specifications.

NOTE: Where this specification and other specifications or bridging-documents are in conflict, the more stringent shall apply. Contractor shall identify conflicts and confirm recommended equipment or procedures with the District.

1.02 CODES & REFERENCES

- A. The design and installation shall conform to all requirements as defined by the applicable codes, laws, rules, regulations and standards of applicable code enforcing authorities (Latest Edition as of the date of this Contract, unless otherwise noted). The following are key standards that shall be followed. The Architect/Engineer of Record and Contractor shall ensure all applicable codes are followed:
 - 1. Aluminum Association (AA) (www.aluminum.org) - Aluminum Standards and Data
 - 2. ASTM International (ASTM) (www.astm.org), including:
 - a. A6, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
 - b. A36, Standard Specification for Carbon Structural Steel
 - c. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - d. A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
 - e. E3010, Standard Practice for Installation, Commissioning, Operation, and Maintenance Process (ICOMP) of Photovoltaic Arrays
 - 3. AISC Manual of Steel Construction
 - 4. AISI Specifications for the Design of Cold Formed Steel Members
 - 5. American National Standards Institute (ANSI)
 - 6. American Society of Civil Engineers (ASCE), Minimum Design Loads and Associated Criteria for Buildings And Other Structures (7-16)
 - 7. California Building Code (CBC), with State of California Amendments
 - 8. California Energy Commission Title 24 Building Energy Efficiency Requirements
 - 9. California Department of Forestry and Fire Protection, Office of the State Fire Marshal – Solar Photovoltaic Installation Guidelines
 - 10. Local and State Fire Code
 - 11. District Specifications and Requirements
 - 12. DSA IR-16-8 (most recent) Guidelines
 - 13. DSA PL-07-02 (most recent) Guidelines
 - 14. Institute of Electrical and Electronics Engineers (IEEE)
 - 15. National Electrical Manufacturers Association (NEMA)
 - 16. National Fire Protection Association (NFPA), CA Electrical Code
 - 17. Occupational Safety and Health Administration (CAL_OSHA)
 - 18. Research Council on Structural Connections (RCSC)
 - 19. Underwriters Laboratory (UL), including:
 - a. UL 2703 – Standard for Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for use with Flat-Plate Photovoltaic Modules.

- 20. Utility company standards and requirements
- 21. All other applicable Codes and Ordinances

1.03 WORK INCLUDED

- A. The work shall include the design and construction of the structural systems for solar PV canopies, in conformity with applicable codes and professionally recognized standards.
- B. The structural design shall be fully developed, including descriptions and calculations for all structural components. The site, plans, equipment elevations, schedules and detail drawings must be sufficiently developed to reflect the overall design per the Contract and as described in Section 26 60 00, Photovoltaic System Specifications. Clear-height of canopy above grade shall be clearly noted on the drawings for the low side of canopies. For any requested deviations from minimum clearance, provide clearance heights at corners and at the minimum clear location between corners. The minimum clearance shall be adhered to unless approved by District in writing.
- C. Contractor shall provide all materials, labor, equipment, services, and incidentals necessary to install the structures at each Site as shown on the design drawings and as specified hereinafter.
- D. Contractor shall provide temporary power and lighting as required for construction.
- E. Contractor responsible for location of all underground utilities and infrastructure with the use of Ground Penetrating Radar (GPR) or equivalent technology.
- F. Contractor shall be responsible for prompt removal and disposal of spoils from all related construction activities.

1.04 DESIGN PROCEDURE & REQUIREMENTS

- A. Engineering calculations, drawings and specifications shall be prepared and signed by a Structural Engineer, registered in the State of California and regularly employed in the design of photovoltaic canopy systems. For projects under the jurisdiction of the California Division of the State Architect (DSA), the Engineer and Architect of Record shall be regularly employed in the design of DSA canopy projects. Structural Engineer shall be the Engineer of Record as required by code-enforcing authorities. The Engineer of Record shall provide required statements and certifications.
- B. All structural system components shall be designed and constructed to withstand the environmental conditions of the site to which they will be exposed. The mounting systems shall be designed and installed to resist dead load, live load, corrosion UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected life of the PV system, a minimum 25-years.
- C. For California projects under the purview of DSA, Canopies shall be Pre-Check (PC) structures. If the canopies are not PC structures, the District and Designer/Builder shall reasonably agree to revisions to the Contract Price and Construction Schedule, if the Contract Price and Construction Schedule were based on PC structures.
- D. All canopies shall be designed to meet ADA requirements per the relevant AHJ(s). Contractor shall be responsible for all ADA improvements within the footprint of the canopy. Design of path-of-travel to the canopies shall be the responsibility of the Contractor for design-build projects. The cost to construct path-of-travel improvements shall be the responsibility of the District, except where the scope of such improvements have been identified in any bridging documents or designs.
- E. GEOTECHNICAL STUDY AND ANALYSIS
 - 1. A geotechnical analysis shall be provided and directed by the Contractor and performed by a licensed geotechnical engineering firm at the locations where the structures are to be installed. The results of the analysis shall be used when designing the foundations for the structures on the Site.
 - 2. At a minimum, the following should be included in the analysis:

- a. Review available geotechnical information. This may include past geotechnical reports, soils and geologic maps/literature, photographs, groundwater reports, water well data, etc.
- b. Coordination and mobilization of the geotechnical services team for subsurface exploration of the site. This shall include coordinating local utilities to mark any existing underground utilities.
- c. Study the site to determine the presence of faults, ground fissures, and other potential geologic hazards that could affect the structural design and construction of the facility.
- d. Drilling or digging of exploratory borings and pits. The amount and depth shall be determined by the Engineer of Record.
- e. Performance of cone penetration tests as required. The amount and depth shall be determined by the Designer/Builder.
- f. Laboratory testing of collected soil samples from the borings and test pits. An evaluation of the in-place moisture content and dry density, gradation, plasticity, consolidation characteristics, collapse potential, expansivity, and shear strength will be done based on the results of the geotechnical exploration and necessary tests to complete the system design. An evaluation of resistivity, chloride content, sodium sulfate content, and solubility potential (total salts) should be conducted if a site is flagged for potential corrosivity based on the measured resistivity of the soils and if the sulfate screening provides an indicator for the need for special cement due to high sulfate content.
- g. Analyze the corrosivity of the soil upon determination of a professional engineer. Include a general recommendation for corrosion protection for underground steel, including rigid metal conduit (such as the need for polyvinyl chloride [PVC] coating).
- h. A detailed report shall be provided outlining the tasks performed and the results of the testing. Included in the report should be any recommendations for the foundation designs, structural support designs, corrosion protection, pile drive frequency, minimum pile size, and any geologic conditions that may prevent the development of the project.

1.05 PERMITS AND INSPECTIONS

- A. Contractor shall obtain all required permits and arrange for all required inspections, including utility company requirements, inspections, and sign-offs.
- B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

PART 2 - PRODUCTS

2.01 SOLAR CANOPY STRUCTURES

- A. The PV Canopies shall consist of interconnected structural steel columns and beams, purlins attached to cross beams and solar modules mechanically fastened to the purlins. Canopies shall have a single row of columns along the long axis of the canopy. In parking areas, columns shall be located between parking stall spaces with beams cantilevered to either one or both sides of the column for both dual entry (aisle) and single entry (perimeter) parking structures.
- B. COATINGS AND CORROSION CONTROL
 - 1. Each canopy system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed. The design life shall be a minimum of 25-years.
 - 2. All structural members and racking installed outdoors shall be hot dipped galvanized steel.
 - a. All galvanized structural components shall be hot-dipped galvanized in compliance with ASTM 123.
 - b. All purlin framing members shall meet ASTM A653, minimum G90. If structure is in close proximity to a marine environment (within 1 mile), G120 or higher shall be installed per Engineer/Architect of Record's specification.

- c. Field cuts of galvanized materials shall be kept to a minimum. All galvanized materials cut during construction shall be field coated with a long-lasting rust inhibiting coating, color matched and intended for coating hot-dipped galvanized metal in outdoor settings.
- 3. All canopy bolts, nuts and washers, unless otherwise noted, shall be hot dip galvanized or stainless steel.
- 4. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- C. All materials shall conform to the requirements, tolerances, etc. of the latest editions of the AISC Manual of Steel Construction, AISI Specifications, ASTM Standard Specifications.
- D. All framing material shall be drained or have provisions to prevent water pooling on or within the framing member (weep holes).
- E. FOUNDATIONS AND COLUMNS
 - 1. In parking areas, concrete column foundations shall extend a minimum height of 30 inches above grade.
 - 2. All column anchor bolts shall be torqued per Engineer of Record requirements and marked once torqued. Nuts shall then be double nutted or 'staked' (threading irreversibly altered) to protect from structural compromise and vandalism.
 - 3. All structural connections at the flanged base of columns shall be outfitted with metal pole skirts coated to match columns. Pole skirts shall have rounded corners. Alternatively, flange bases may be grouted at the approval of the District.
- F. CANOPY
 - 1. All canopies shall have a minimum clear height above grade of 12-feet at the lowest point of any structure. Contractor is responsible for determining grade elevations under canopies and ensuring clear-heights are achieved. For any requested deviations from minimum clearance, provide clearance heights at corners and at the minimum clear location between corners. The minimum clearance shall be adhered to unless approved by District in writing.
 - 2. All canopies to be co-planer and in alignment horizontally and vertically with adjacent arrays. Installations with slopes on the long axis or stair-stepping between adjacent arrays shall only be approved in writing by District. Top of column heights shall be shown in design drawings.
 - 3. Canopies shall have a minimum tilt of five degrees (5°) and maximum tilt of seven degrees (7°).
 - 4. Canopies placed in parking lots shall be clearly labeled with max clearance for vehicles at the low points. Labels shall be rated for long-term UV exposure with lifetime to match warranties specified for PV panels in Section 26 60 00. Minimum labeling along the long axis of the low-side of the carport shall be every 50 feet of canopy or 3 labels, whichever is greater. Labeling shall also include the exterior low-side corner of each canopy within a parking lot. Label should be easily visible from a vehicle.
- G. ELECTRICAL CONDUITS
 - 1. Electrical conduits extending from the canopy to grade are to be encased in the foundations, not mounted on the outside of finished piers.
 - 2. All electrical connections between separate structures shall be underground. Overhead "jumpers" between structures greater than seismic gap distances and in excess of four (4) 1" conduits shall not be permitted without the written consent of the District. Structures are considered separate wherever a gap exists between structural crossmembers that is not spanned by purlins.

2.02 EV CHARGING SPARES

- A. For canopies located in parking lots, a minimum of one two-inch (2") spare conduits shall be installed from the main electrical service to one canopy that includes ADA parking stalls. Conduits shall originate at the main service cabinet and terminate at the point designated on the bridging or design documents.
- B. In the absence of a designated termination point, conduit shall originate at the main service and terminate at the closest ADA stall that is adjacent to a standard parking stall. The spare conduit shall terminate in a Christy box (hand hole). Spare conduit shall include a minimum of two sufficiently rated pull strings or wires inside conduit for future wire pull.
- C. Additional spare conduits may be required as specified in the bridging documents.

2.03 LIGHTING SYSTEMS

- A. Canopy lighting systems shall be designed to meet the Illuminating Engineering Society of North America (IESNA) requirements for parking lot areas, to meet or exceed minimum values and maximum uniformity ratios as listed in the IESNA criteria.
- B. Lighting shall meet all Title 24 requirements for installations in California.
- C. All lighting sources shall be LED type.
- D. Lighting control system shall be connected to the existing lighting controls in each area. If tie-in with existing circuits is not feasible, Contractor shall establish new circuit and controls.
- E. Lighting design on canopies shall insure cut-off light control to limit spill light or glare to adjoining areas as-needed. Design and install custom shielding or other mitigation measures to avoid light pollution and glare to neighbors.
- F. Lighting temperature or Kelvin Rating shall be consistent with District Standards and approved during design phase. Contractor shall obtain written approval from District of temperature rating prior to ordering fixtures.
- G. Existing pole mounted lighting in areas of new carport canopies shall be removed. Modify other existing lighting to coordinate with the new work and design, including reconnection of any existing downstream circuiting and controls to remain. Foundations of existing pole mount lighting are to be completely removed a minimum of 6-inches below grade, with grade restored to surrounding condition and demo'd material removed and disposed of by Contractor.
- H. New design shall cover all areas of the parking lots (in the area of the work) to leave no dark spots and meet IESNA requirements for all areas previously covered by light standards removed under this contract. Contractor shall install wallpacks or additional canopy lighting and provide sufficient lighting in all areas previously covered by removed or altered light standards. Existing fixtures may remain, if not in direct conflict with canopies or causing shading of new canopies.

PART 3 - EXECUTION

3.01 SITE PREPARATION AND INSPECTION

- A. Contractor shall direct, oversee and inspect all site work related to structural installation. Site preparation shall be in accordance with final drawings and specifications provided by manufacturer.

3.02 INSTALLATION

- A. Erect/stand structural steel with proper equipment and qualified installers.
- B. Actively cooperate with other trades and provide incidental welding, connections, etc. for securement of work of others to structural steel framing.

- C. Erect/stand temporary flooring, planking, and scaffolding necessary in connection with erection of structural steel or support of erection machinery. Use of temporary floors shall be as required by municipal or state laws and governing safety regulations. Hoist metal deck onto structural frame.
- D. After erection, clean connections and abrasions to shop coat and spot paint with same primer used in shop.
- E. Installation of the structural system and all components shall be in strict accordance with manufacturer's recommendations.
- F. Post installation, Contractor shall provide the materials and labor to grout the base of the column to produce a finished joint.

3.03 ERECTION TOLERANCES

- A. Erection tolerances for structural steel work shall be in accordance with latest AISC "Code of Standard Practice for Steel Buildings and Bridges".

3.04 BOLTING

- A. High strength steel bolts shall be used where indicated. Fabrication and erection shall be in strict accordance with the latest edition of "Specifications for Assembly of Structural Joints Using High-Strength Steel Bolts", as approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation. Load indicator washer shall be used. Use beveled washers on sloping surfaces.

3.05 WELDING

- A. Welding and welded joints shall be in accordance with AWS standards. Work shall be performed by operators who have been qualified by test in accordance with AWS D1.1, "Structural Welding Code – Steel", to perform type of work required for this project.
- B. All methods, sequence, qualifications and procedures, including preheating, post heating, etc. shall be detailed in writing and submitted for review by the testing laboratory and results provided to District. Provisions shall be made in detailing of lengths of members for dimensional changes as a result of shrinkage stresses so as to provide specified finished dimensions.
- C. Remove all runoff tabs, and bottom backing bars. Top backup bars to be removed or have continuous fillet weld to column.

3.06 ANCHOR BOLTS

- A. Provide at site, for others to install, all anchor bolts, bearing plates, and templates to be embedded in concrete.
- B. Provide necessary steel or wood templates and diagrams for setting and securing of such anchor bolts in concrete forms.
- C. Be jointly responsible with others for proper locating and installing, and make good any deficiencies and errors.
- D. Setting of anchor bolts in hardened concrete necessitates drilled holes solidly grouted in place with epoxy grout. Submit materials and methods for review and approval.

END OF SPECIFICATION SECTION 05 09 02

SPECIFICATION SECTION 05 90 04: SOLAR PHOTOVOLTAIC ROOF MOUNTING

PART 1 - GENERAL

1.01 RELATED SPECIFICATIONS

- A. The Contract and any design-build bridging documents.
- B. Section 26 00 00: General Electrical Specifications.
- C. Section 26 60 00: Photovoltaic System Specifications.
- D. Other relevant District Specifications.

NOTE: Where this specification and other specifications or bridging-documents are in conflict, the more stringent shall apply. Contractor shall identify conflicts and confirm recommended equipment or procedures with the District.

1.02 CODES & REFERENCES

- A. The design and installation shall conform to all requirements as defined by the applicable codes, laws, rules, regulations and standards of applicable code enforcing authorities (Latest Edition as of the date of this Contract, unless otherwise noted). The following are key standards that shall be followed. The Contractor shall ensure all applicable codes are followed:
 - 1. Aluminum Association (AA) (www.aluminum.org) - Aluminum Standards and Data, 2003 Edition.
 - 2. ASTM International (ASTM) (www.astm.org):
 - a. A484/A484M-16 – Standard Specifications for General Requirements for Stainless Steel Bars, Billets, and Forgings.
 - b. A554-16 – Standard Specification for Welded Stainless Steel Mechanical Tubing.
 - c. A555/A555M-16 – Standard Specification for General Requirements for Stainless Steel Wire and Wire Rods.
 - d. B85-03 - Standard Specification for Aluminum-Alloy Die Castings.
 - e. E2766-13 - Standard Practice for Installation of Roof Mounted Photovoltaic Arrays on Steep-Slope Roofs
 - f. E3010-15 - Standard Practice for Installation, Commissioning, Operation, and Maintenance Process (ICOMP) of Photovoltaic Arrays
 - g. F836M-02 (2015) – Standard Specification for Style 1 Stainless Steel Metric Nuts (Metric).
 - h. F880-12 – Standard Specification for Stainless Steel Socket, Square Head, and Slotted Headless-Set Screws.
 - 3. American National Standards Institute (ANSI)
 - 4. American Society of Civil Engineers (ASCE), Minimum Design Loads and Associated Criteria For Buildings And Other Structures (7-16)
 - 5. California Building Code (CBC), with State of California Amendments
 - 6. California Energy Commission Title 24 Building Energy Efficiency Requirements
 - 7. California Department of Forestry and Fire Protection, Office of the State Fire Marshal – Solar Photovoltaic Installation Guidelines
 - 8. Local and State Fire Code
 - 9. District Specifications and Requirements
 - 10. DSA IR-16-8 (most recent) Guidelines
 - 11. DSA PL-07-02 (most recent) Guidelines
 - 12. Factory Mutual (FM)
 - 13. Institute of Electrical and Electronics Engineers (IEEE)
 - 14. National Electrical Manufacturers Association (NEMA)
 - 15. National Fire Protection Association (NFPA), CA Electrical Code
 - 16. Occupational Safety and Health Administration (CAL_OSHA)

17. Underwriters Laboratory (UL), including:
 - a. UL 2703 – Standard for Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for use with Flat-Plate Photovoltaic Modules.
18. Utility company standards and requirements
19. All other applicable Codes and Ordinances

1.03 GENERAL

- A. This section describes requirements for solar photovoltaic system mounting on roofs, including design requirements.
- B. The Contractor shall include all work reasonable inferred by these specifications and the design-build bridging documents, to comply with applicable codes, and to provide complete PV mounting systems acceptable to Authorities Having Jurisdiction (AHJs).
- C. The Contractor shall coordinate with the respective utility company for the installation of each PV system and incorporate all related utility requirements into the design of the system.
- D. The Contractor shall prepare complete drawings and specifications and all final approvals necessary to commence the work. Provide all engineering design services and complete coordination with other disciplines, trades, utility companies, labor, materials, apparatus, tools, equipment, transportation, temporary construction and power and special or occasional services as required to provide complete PV mounting systems at each location.
- E. The structural mounting designs shall be fully developed. Locate, layout and identify means of attachment for all equipment. The site, plans, elevations, schedules and detail drawings must be sufficiently developed to reflect the overall system design. Provide arrangement of equipment, including attachment details and structural calculations for all roof mounted PV modules, inverters and any other balance-of-system items mounted on the roof, and conduit/conductor routing.
- F. Ballasted systems shall not be allowed without written approval by the District.
- G. EXCLUSIONS AND SUBSTITUTIONS
 1. The Contractor shall be allowed freedom to pursue a DSA, Fire, and any other AHJ approved design toward the District's benefit with respect to cost and performance.
 2. Base design shall be based on the general systems described herein and in any bridging documents. The Contractor may offer alternatives, substitutions, or exclusions in any area of the work, provided that each case is clearly described with the benefits noted and that all other applicable District specifications are met. This applies to systems, methods, equipment and material for which such alternatives or substitutions would, in the Contractor's opinion, be beneficial to the projects and the District, so far as safety, health, and comfort of occupants are satisfied and the requirements of Codes are met.
 3. Burden of proof of equality of any substitution for a specified product is the responsibility of the Contractor.

1.04 WORK INCLUDED

- A. The scope of work shall include the design of the roof mounted PV system, means of attachment, materials, equipment, fabrication, installation and tests in conformity with applicable codes, professionally recognized standards and authorities having jurisdiction.
- B. Provide all required construction documents and compliance documentation.
- C. Provide all materials, labor, equipment, services, power, lighting, and incidentals necessary to install the PV mounting systems as shown on the drawings and as specified hereinafter.

- D. Provide coordination with roofer/roof warranty holder. Ensure all work maintains roof warranty, inclusive of having roof warranty holder provide waterproofing where required by the warranty. The District will provide the Contractor with the warranty agents' contact information. Designer/Builder shall copy the District on all communications between Designer/Builder and roof warranty agent. Designer/Builder is not an agent or representative of the District through this provision. Designer/Builder is not authorized to modify or otherwise change any existing roof warranty.
- E. Include all required incidental work, such as pull tests, blocking, lashing, sealing, fire stopping, waterproofing, roof repair, commissioning, and testing.
- F. Include any other electrical, roof attachment or PV support structure work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.

1.05 DESIGN PROCEDURE & REQUIREMENTS

- A. Engineering calculations, drawings and specifications shall be prepared and signed by a Structural Engineer, registered in the State of California and regularly employed in the design of photovoltaic electrical systems on roofs for DSA projects. Structural Engineer shall be the Engineer of Record as required by code-enforcing authorities. The Engineer of Record shall provide required statements and certifications.
- B. Structural design shall be complete and comply with all requirements specified, including materials, workmanship and performance. System shall be designed such that it does not negatively affect the structural integrity of the roof given dead loads, wind loads, and seismic loads.
- C. The design and installation of solar systems on roofs shall adhere to the California State Fire Marshal Solar Photovoltaic Installation Guideline.
- D. Design of racking structures and the subsequent installation of the PV system and all ancillary equipment shall provide adequate room for access to and inspection/maintenance of existing equipment on the building roofs. Minimum clearance shall adhere to the California Fire Code requirements. Clearance guidelines of the DSA as well as the local fire marshal shall be followed. The installation of solar systems of roof tops will be reviewed by the DSA for code compliance by adherence to the State Fire Marshal Solar Photovoltaic Installation Guideline. In the event of conflicting requirements, the greater clearance requirement shall be used.
- E. ROOF PENETRATIONS
 - 1. Penetrations should be minimized within code requirements. All penetrations shall be waterproofed. Work shall be performed by an experienced and licensed roofer, who regularly engaged in the waterproofing of roof penetrations for the type of roof and is subject to approval by the District. Contractor shall perform all work so that existing roof warranties shall not be voided, reduced, or otherwise negatively impacted.
 - 2. Detail(s) for the sealing of any roof penetrations shall be approved in writing by the District/District's Representative, as well as the manufacturer of the existing roofing system, as part of system design review and approval – prior to Design-Builder proceeding with work.
- F. The PV equipment shall not be installed in a way that obstructs air flow into or out of building systems or equipment.
- G. No work shall compromise roof drainage, cause damming or standing water or cause excessive soil build-up.
- H. All materials and/or sealants must be chemically compatible. Special attention shall be paid to avoiding dissimilar metal contact and minimizing corrosion.
- I. Designs shall account for thermal movement and any thermal/seismic joints on buildings. Thermal movement that causes scuffing to the roof must be mitigated as part of the mounting solution.

- J. Flat and low slope roofs
 - 1. Shall have a minimum of a 6-inch standoff. District may consider shorter stanchions.
 - 2. Design shall minimize interrow shading.
 - 3. Panel tilt shall be a minimum of 10 degrees for flat roofs. For sloped roofs, the panel tilt shall match the tilt of the roof.
 - K. The installation of PV modules, inverters and other equipment on building roofs will be designed to minimize visibility of the equipment from the ground as feasible.
 - L. Coordinate design with Drawings and other design engineers and disciplines to ensure completely coordinated construction documents. Lay out equipment in a manner to provide code compliant and manufacturer recommended access for servicing, maintenance, inspection, and testing of PV system and for other equipment, vents, etc. in the vicinity of the system
 - M. Conditions at Site: Contractor is responsible for familiarizing themselves with all discernible site conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not with the exception of agreed upon modifications. All dimensions, partitions, etc. are to be verified at site by the Contractor. Before ordering any material or closing in any work, Contractor is responsible for verifying all measurements at each project site. Any differences found between dimensions on the drawings and actual measurements shall be brought to the District's attention for consideration before proceeding.
 - N. DEAD LOAD, WIND LOADING AND SEISMIC DESIGN
 - 1. Systems shall not exceed the ability of the existing structure to support the entire solar system and withstand increased wind uplift and seismic loads. The capability of the existing structure to support proposed solar systems shall be verified by a licensed structural engineer prior to design approval. The roofs have been assumed to be structurally sound and able to withstand the additional loading due to roof-mounted solar PV systems. Except for blocking for PV attachments, no roof or building structural upgrades have been included in the scope of work.
 - 2. Comply with all applicable codes and standards and provide wind load restraints for all equipment installed under this contract that requires restraint. The photovoltaic array wind loading restraint shall be designed as required by wind tunnel data and DSA requirements.
 - 3. The photovoltaic array shall be designed to accommodate lateral displacement in the event of an earthquake based on a nonlinear response-history seismic analysis for the appropriate seismic zone.
 - O. PERMITS AND INSPECTIONS
 - 1. The Contractor shall obtain all required permits and arrange for all required inspections including utility requirements, inspections, and sign-offs.
 - 2. Contractor shall not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.
- 1.06 SUBMITTALS
- A. Submit each item in this Article according to the Conditions of the Contract.
 - B. Design Drawings: For design-build projects, prepare working drawings that shall include but not be limited to the following:
 - 1. Complete racking and module layout designs, inclusive of roof plans showing locations of photovoltaic attachment devices on roof with attachment details and spacing.
 - 2. Equipment mounting details

3. Inverter and any other balance of system mounting details and layout, inclusive of conduit/conductor routing.
 4. Equipment space layouts and clearances
 5. Details of waterproofing for any penetrations
- C. Roofing Warranty: Signed certificates from the roofing manufacturer/warranty holder stating:
1. Roofing contractor is certified installer of Complete Roofing System.
 2. Manufacturer's Technical Representative is qualified and authorized to approve project.
 3. Project plans and specs meet the requirements of the warranty of the Complete Roofing System for the specified period.
 4. Existing warranty incorporates the new roofing work and flashing work.
- D. Shop Drawings: Submit shop drawings indicating profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners accessories. Include erection drawings, elevation and details where applicable.
- E. PRODUCT DATA
1. Complete material list of all items proposed to be furnished and installed under this Section, including but not limited to the following items: Stanchions, stanchion hardware including; means of structural attachment to building framing and racking systems, flashing, PV rails, PV module attachment hardware, WEEBS, etc.
 2. Manufacturers' specifications and other data required to demonstrate compliance with the specified requirements.
 3. Manufacturers' recommended installation procedures which shall become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
 - 4.
- F. Test Results: In-situ pull-test or other testing results where required by AHJ.
- G. AS-BUILTS
1. Maintain "as-built" records at all times, showing the exact location of racking system, including concealed conduits and feeders installed under this contract.
 2. Upon completion of work and before acceptance can be considered, the Contractor must forward to the District, a corrected set of plans to show the mounting system work as installed in both PDF and CAD format.
 3. Comply with additional "As-built" requirements in other sections of the Specifications.

PART 2 - PRODUCTS

2.01 MANUFACTURER QUALIFICATIONS:

- A. All equipment shall be from a manufacturer specializing in production of roof attachment products and racking materials of the type specified with a minimum of 5 years documented experience.
- B. Supply all new equipment and accessories free from defects and listed by Underwriter's Laboratories, Inc., or bearing its label or label of a Nationally Recognized Testing Laboratory (NRTL).
- C. All items of a given type shall be the products of the same manufacturer.

- 2.02 All racking and attachment materials shall be aluminum or stainless steel, suitable for marine environments. Where no alternative to steel exists, product shall be hot-dipped galvanized with no field cuts wherever feasible.
- 2.03 All standing-seam and penetrating attachments shall be approved by DSA. Building attachment methodologies will be determined pending final design and As-Built documentation. Attachment systems will be designed to achieve permit approval from DSA and be cost efficient.
- 2.04 Ballasted products shall not be allowed without written approval by the District.
- 2.05 CUSTOM FABRICATION
- A. MATERIALS
1. Steel Sections: ASTM A36.
 2. Steel Pipe: ASTM A53, Type E or S, Grade. B.
 3. Steel Bolts, Nuts, and Washers: ASTM A307.
 4. Welding Materials: AWS D1.1; type required for materials being welded.
 5. Galvanizing: Hot-dip process ASTM A123 typical and ASTM A153 for threaded fasteners performed after fabrication into largest practical section as produced by individual manufacturers. Where damaged, repair surface with one coat of hot process galvanizing repair compound, "Galvalloy," Galvweldalloy," or approved equal.
 6. Primer: Tnemec Company "Series V10 Red Primer," Sherwin-Williams "Steel Spec Universal Primer," or approved equal.
 7. Dissimilar Materials: Separate dissimilar surfaces in contact with or in close proximity to non-compatible metals, concrete masonry, or plaster with neoprene gasket; or other approved means.
- B. FABRICATION
1. Verify dimensions on site prior to shop fabrication.
 2. Fabricate items with joints tightly fitted and secured.
 3. Fit and shop assemble in largest practical sections, for delivery to jobsite.
 4. Grind exposed welds flush and smooth adjacent finished surfaces. Ease exposed edges to small uniform radius.
 5. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of structure, except where specifically noted otherwise.
 6. Make exposed joints butt tight, flush and hairline.
 7. Supply components required for anchorage of metal fabrications. Fabricate anchorage and related components of same material and finish as metal fabrication, except where specifically noted otherwise.
- C. FINISH
1. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
 2. Do not prime surfaces in direct contact bond with concrete or where field welding is required.
 3. Prime paint interior items with one coat unless scheduled to be galvanized.

PART 3 - EXECUTION

3.01 ROOFING

- A. Contractor shall perform all work such that existing roof warranties shall not be voided, reduced, or otherwise negatively impacted.
- B. Waterproofing shall be performed by the entity holding the roof warranty or approved by that entity. Contractor shall coordinate and ensure adherence to this requirement.
- C. Contractor shall document condition of roofing with roofing representative and District prior to beginning work.
- D. Any damage to roofing material during installation of solar systems shall be remedied by Contractor and approved by roof warranty holder and District.

3.02 INSTALLER QUALIFICATIONS:

- A. Installer to be certified in solar PV roof attachment products and racking installation with a minimum of 5 years documented experience.
- B. Where manufacturer certifies installers, installer shall possess certification from the manufacturer's products being installed.

3.03 STANDING SEAM ATTACHMENT

- A. Examination: Prior to beginning installation, verify that:
 - 1. Panel seaming or fastening is complete.
 - 2. Roof panel attachment is sufficient to withstand loads applied by the photovoltaic attachment system, photovoltaic system and associated components.
 - 3. Where required, ensure pull tests have been completed and pass requirements.
 - 4. Installation will not impede roof drainage.
- B. PREPARATION
 - 1. Clean areas to receive attachments; remove loose and foreign matter that could interfere with installation or performance.
- C. INSTALLATION
 - 1. Install system in accordance with manufacturer's instructions and approved Shop Drawings.
 - 2. Place clamps as required by PV layout and in-service loads.
 - 3. Install with careful consideration of aesthetics to ensure alignment of modules and fasteners. Place clamps in straight, aligned rows.
 - 4. Tighten set screws to manufacturer's recommended torque. Verify set screw torque using calibrated torque wrench.

3.04 PENETRATING ATTACHMENT

- A. PREPARATION
 - 1. Prior to beginning installation, verify that installation will not impede roof drainage.
 - 2. Locate mount placements per design over rafter, blocking or designated attachment points.
 - 3. Clean areas to receive attachments; remove loose and foreign matter that could interfere with installation or performance.

4. Utilize certified roofer approved by roof warranty holder to expose attachment points.

B. INSTALLATION

1. Using the base as a template, mark the penetration points.
2. Drill pilot holes perpendicular and centered on rafter or designated attachment with appropriate size bit. Fill pilot holes with a sealant compatible with roofing materials.
3. Attach base to roof with specified lag bolts or other approved fastening method.
4. Attach any hardware to the top of the post/attachment. Seal top of post/attachment from weather exposure
5. After inspection of attachment, install appropriate waterproofing in accordance with roof warranty requirements. Utilize certified roofer approved by roof warranty holder.

3.05 CUSTOM FABRICATED PENETRATING ATTACHMENTS

A. PREPARATION

1. Follow preparation requirements per Penetrating Attachment listed above.
2. Obtain District's Representative approval prior to site cutting or making adjustments not scheduled.
3. Clean and strip primed steel items to bare metal where site welding is scheduled.
4. Make provision for erection loads with temporary bracing. Keep work in alignment.
5. Supply items required to be cast into concrete with setting templates, for installation under appropriate Sections.

B. INSTALLATION

1. Install items plumb and level, accurately fitted, free from distortion or defects.
2. After installation, touch-up field welds, scratched or damaged surfaces with primer, except repair exposed galvanized work (not to be painted) with hot process field galvanizing, in accord with manufacturer's published directions.
3. After inspection of attachment, install appropriate waterproofing in accordance with roof warranty requirements. Utilize certified roofer approved by roof warranty holder.

3.06 RACKING

- A. Follow manufacturer instructions for installation. Utilize a calibrated torque wrench and verify torque of fasteners to manufacturers requirements.
- B. Perform and obtain approval for all required field testing of attachment devices and racking as required by manufacturer, AHJ and building codes.

END OF SPECIFICATION SECTION 05 09 04

Exhibit G
PERFORMANCE GUARANTEE

Contract for Performance Guarantee and Parameters and Energy Output Data for School Sites

This Contract for Performance Guarantee and Parameters and Energy Output Data for School Sites ("**PeGu Contract**") dated [_____] ("**Effective Date**"), is entered into by and between **ENGIE Services U.S. Inc. ("Provider")**, and Mountain View Whisman School District, a California school district ("**District**" or "**Customer**"). In this PeGu Contract, Provider and Customer are referred to individually as a "**Party**" and collectively as the "**Parties.**"

Recitals

WHEREAS, The Customer and the Provider entered into a Solar Contract for Design and Construction ("**Solar Contract**") pursuant to which to which Provider has designed and constructed a System for the production of energy for the District's use; and

WHEREAS, Provider and Customer desire to enter into an agreement pursuant to which Provider will guarantee annual energy generation by the System;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Provider and Customer agree as follows:

1. Defined Terms.

- 1.1. **Actual Generation** means, for each Guarantee Year during the Term, the System's alternating current or "AC" electricity production in kilowatt-hours ("kWh") as measured pursuant to the provisions and formulas herein under "Guaranteed Payment."
- 1.2. **Avoided Energy Price per kWh** means the amount that the Customer will be paid for each Kilowatt-hour as set out in **Attachment A: Avoided Energy Price.**
- 1.3. **Commissioning Date** means the date the System is capable of commercial deliveries of energy to the full extent of its designed capacity and commences delivery of energy for sale or use.
- 1.4. **Customer Responsibilities** shall have the meaning set forth herein.
- 1.5. **Data Acquisition System or DAS** means Provider's system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-site and software housed on Provider's DAS server. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the Sites: actual AC electricity production of the System (in kWh), and for Project Sites with weather stations, temperatures and solar irradiance (in W/m²).
- 1.6. **Expected Energy** means, for the System in a specified Guarantee Year, the kilowatt hours set forth in the Attachments A and B of this PeGu Contract for each Site.
- 1.7. **Force Majeure** means the same as that term is defined in the Solar Contract.
- 1.8. **Guaranteed Level** means ninety-five percent (95%) of the Expected Energy for a Guarantee Year for specified System(s).
- 1.9. **Guarantee Year** means each successive 12-month period during the Term commencing on the first day of the Term.
- 1.10. **Kilowatt-hour or kWh** means electrical energy expressed in kilowatt-hours and recorded from the kWh interval records of the Revenue Meter.
- 1.11. **Operations & Maintenance Contract** (or "O&M" Contract) means that certain Operations & Maintenance Contract of even date herewith between Provider and District.
- 1.12. **PVSyst** means the software program utilized by Provider to predict the amount of energy a Solar Power System will produce in an average year which uses either measured data or typical meteorological year files from NREL.
- 1.13. **Revenue Meter** means the principal meter of a given System from which energy output is read and documented.

- 1.14. **SEMMY** or *Simulated Energy in a Measured Meteorological Year*, means, with respect to any Guarantee Year, Year 1 AC Energy output of the System simulated by PVSyst using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used in calculating SETMY.
- 1.15. **SETMY** or *Simulated Energy for a Typical Meteorological Year*, means the Year 1 AC Energy output of the System simulated by PVSyst using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.
- 1.16. **Site** means the real estate where the System and any support structure are located including any building and building roof that touch or support the System.
- 1.17. **Start Date** means the date that the Performance Guarantee begins, which shall be the first day of the month immediately following the date that the Project (all Sites) have been accepted by the District. The Parties shall agree on the Start Date when the Project has reach Completion and shall indicate it herein.
- 1.18. **System** means Customer's photovoltaic system located at the Site(s) and purchased from Provider as more particularly identified in the Solar Contract.
- 1.19. **Subcontractor** means, any person or firm who contracts with Provider or with any contractor of any tier operating under a contract with Provider to provide or furnish any supplies, materials, equipment, or services of any kind, whether design, construction, service, or otherwise, for the System.
- 1.20. **Term:** The term is for **twenty-five (25)** years and begins on the Start Date. The termination provisions in the Operations & Maintenance Contract shall alter the enforceability of the Performance Guarantee, as indicated in those termination provisions.
- 1.21. **True-up Period** means each successive **two (2) year** period during the Term commencing on the first day of the Term.
 - 1.21.1. At the end of the Term, the final True-up Period shall be the final one (1) year of the Term (Year 25).
 - 1.21.2. If the PeGu Contract is terminated prior the end of the Term, the final True-up Period shall be the final Guarantee Year or final two Guarantee Years which were not included in a True-up Period prior to termination
- 1.22. **Weather Adjustment** means the method for reconciling expected kWh during a typical weather year with the actual meteorological conditions measured on-site, pursuant to the provisions and formulas herein under "Guaranteed Output Calculations."
- 1.23. **Weather File** means the following typical meteorological year data set, which contains average hourly values of measured solar radiation, temperature, and wind speed: **San Jose Intl AP NREL TMY3.**
2. **Guaranteed Output Calculations.**
 - 2.1. Provider shall calculate the Annual Deficit for each Guarantee Year during the Term:

$$\text{Annual Deficit} = (\text{Expected Energy} \times \text{Guarantee Level}) \times \text{Weather Adjustment} - \text{Actual Generation}$$
 - 2.2. Where "Weather Adjustment" means the following ratio:

$$\frac{\text{Simulated Energy in a Measured Meteorological Year (SEMMY)}}{\text{Simulated Energy for a Typical Meteorological Year (SETMY)}}$$
 - 2.3. For each Guarantee Year, Provider shall calculate the Annual Deficit.
3. **Guarantee Payment.**
 - 3.1. At the end of each True-up Period:
 - 3.1.1. if the \sum Annual Deficits > 0, then Provider shall pay to Customer an amount equal to the product of (i) the Annual Deficit and (ii) the Avoided Energy Price per kWh for each Guarantee Year, with each product then aggregated for the Guarantee Years comprising such True-Up Period (a "Guarantee Payment");
 - 3.1.2. Provider shall, by invoice, promptly notify Customer of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.
 - 3.1.3. Provider shall provide Customer with a report detailing the calculations set forth in the "Guaranteed Output Calculations" and the "Guarantee Payment" Sections. This report shall contain sufficient information for the Customer to be able to determine the accuracy of Provider's conclusion as the amount, if any, of Guarantee Payment.
4. **Actual Generation Measurement.** The process for measuring Actual Generation for each Guarantee Year shall be:

- 4.1. **Initial Output Data Collection.** During the Term, Provider will collect energy output data using its Data Acquisition System. For each Guarantee Year, Provider will sum the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Year.
- 4.2. Provider shall maintain and ensure the DAS operates in compliance with the “Monitoring System, DAS, and Reporting” section of the Solar Contract, including that the District has unfettered access to the Data for the term of the Performance Guarantee and the Provider shall provide the required reports in that section.
- 4.3. **Equipment Calibration and Replacement.** Provider may request to have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty months. Provider shall notify the other party of the scheduled calibration date and time no less than 30 days prior, and shall provide the Customer written proof of calibration or replacement.
- 4.4. **Contingency for Equipment Failure.** In the event of hardware, communication, or other failure affecting the DAS, Provider will make commercially reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, Actual Generation shall be adjusted to compensate for such lost data, which shall be Provider’s sole liability, and Customer’s exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS:
 - 4.4.1. In lieu of lost meteorological data, Provider will utilize such data obtained from a nearby meteorological station that Provider monitors and selects for such purpose.
 - 4.4.2. In lieu of lost electricity data, Provider will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, Provider will simulate electricity production during the missing interval utilizing measured meteorological data and PVSyst. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Year.

5. **Guarantee.**

- 5.1. Provider guarantees to Customer that the Actual Generation of the System during any Guarantee Year, subject to the limitations, terms and conditions stated in the Solar Contract, into which this Performance Guarantee Standard Terms (“PeGu Contract”) is incorporated, shall be not less than the product of the Guaranteed Level and the Expected Energy, as adjusted for measured metrological conditions per the Weather Adjustment as defined herein.

- 5.2. Performance Guarantees should have the following characteristics:

5.2.1. General

- 5.2.1.1. Provided on a site-by-site basis, not in aggregate.
- 5.2.1.2. **Start Date is _____, 20____.** Each year of the Performance Guarantee shall begin on the anniversary of that date.
- 5.2.1.3. Guarantee shall be adjusted for Force Majeure events which impact performance. Force Majeure shall be as defined in the Contract.

5.2.2. Performance

- 5.2.2.1. The following minimum Performance Guaranteed shall be provided with the Contract.

True-up Period	Minimum Guarantee
Two Years	95%

- 5.2.2.2. No greater than 0.50% degradation loss per year.
- 5.2.2.3. Provider shall provide annual reporting of System performance on a site-by-site basis. Reporting shall include annual totals by site and true-up period totals clearly indicating performance under this agreement. The report shall be delivered within sixty (60) days of each anniversary of the Start Date.
- 5.2.2.4. If Performance Guarantee is weather-adjusted, weather adjustment calculations shall be clearly shown in annual reporting.
- 5.2.2.5. Overproduction credit may carry forward into subsequent years during each true up period. Overproduction credit shall not carry forward into subsequent true up periods.
- 5.2.2.6. Adjustment of the annual guaranteed kWh site production for years where system performance at that site is less than anticipated due to factors outside of Provider’s control.

6. **Customer Responsibilities.**

- 6.1. Throughout the Term, and as conditions to the obligations of Provider hereunder, Customer shall:
- 6.1.1. maintain an Operations & Maintenance Contract with Provider for the System and allow repairs in a timely fashion as may be recommended from time to time by Provider;
 - 6.1.2. not be in breach of any Customer obligations under the Solar Contract;
 - 6.1.3. grant reasonable access to the System by Provider personnel and representatives;
 - 6.1.4. insure that Primary and Secondary Contacts have the capability to resolve any failures of DAS communications, and
 - 6.1.5. not modify, alter, damage, service, shade, or repair, without Provider's prior written approval, any part of the System, the supporting structure for the System (including building roof, if applicable), or the associated wiring.
- 6.2. **Compensation.** Compensation to Provider for the Performance Guarantee shall be paid annually within thirty (30) days of receipt of Operator's invoice. The fee for the Performance Guarantee is set forth in the Table below.

Year	PeGu Fee
1	\$16,000.24
2	\$16,480.24
3	\$16,974.65
4	\$17,483.89
5	\$18,008.41
6	\$18,548.66
7	\$19,105.12
8	\$19,678.27
9	\$20,268.62
10	\$20,876.68
11	\$21,502.98
12	\$22,148.07
13	\$22,812.51
14	\$23,496.89
15	\$24,201.79
16	\$24,927.85
17	\$25,675.68
18	\$26,445.95
19	\$27,239.33
20	\$28,056.51
21	\$28,898.21
22	\$29,765.15
23	\$30,658.11
24	\$31,577.85
25	\$32,525.19
Total	\$583,356.83

7. Customer's Failure to Uphold Responsibilities.

- 7.1. Provider's obligations under this PeGu Contract shall be suspended for the duration of Customer's failure to satisfy one or more of Customer Responsibilities as indicated herein. Provider shall promptly notify Customer of any such failures ("Out of Compliance Letter"), but in no case later than seventy-two (72) hours after notice of any alleged failure of Customer to satisfy one or more of Customer Responsibilities. Upon Customer's cure of all failures described in an Out of Compliance Letter, Provider will notify Customer ("In Compliance Letter") that Customer is complying with Customer Responsibilities. For any period between the issuance of an Out of Compliance Letter and of an In Compliance Letter (a "Noncompliance Period"), Provider shall have no liability under this PeGu Contract. Each month in which there is a Noncompliance Period and any Actual Generation in such month(s) shall be disregarded in the calculation of Annual Deficits or Annual Surpluses as indicated herein and the Expected kWh for any Guarantee Year in which there is a Noncompliance Period shall be reduced by an amount proportionate to the period so disregarded and to the actual or reasonably estimated meteorological data during such period.
- 7.2. Any dispute as to whether Customer in fact has failed to satisfy one or more of Customer Responsibilities shall be resolved pursuant to the Dispute provisions below.

8. Adjustment of Expected Energy.

- 8.1. If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:
- 8.1.1. There is structural failure in a building supporting the System;
 - 8.1.2. There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission;
 - 8.1.3. There is an event of Force Majeure; or
 - 8.1.4. There is any change in usage of or structures on any of the Sites, or buildings at or near any of the Sites, after the Start Date, which causes additional shading, soiling, or otherwise reduced performance of the System.

9. Notification of Changes to Expected Energy.

If either Party determines that any changes to Expected Energy are required based on an event or events described herein that, then that Party shall notify the other Party in writing of the basis for its determination and shall either provide revised definitions of Expected Energy in Attachments. The Parties shall negotiate in good faith whether to revise the Expected Energy and, if mutually agreed to by the Parties, the Parties shall revise this PeGu Contract pursuant to the terms of this PeGu Contract.

10. Additional Provisions.

- 10.1. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the persons indicated below. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery. If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

<i>If to District:</i>	<i>If to Provider:</i>
<i>Mountain View Whisman School District</i>	<i>_____ Corporation</i>
_____, CA 9_____	_____, CA 9_____
Attention: _____	Attention: _____
Telephone: () _____ - _____	Telephone: () _____ - _____

- 10.2. **Disputes.** Disputes between the parties arising out of this PeGu Contract shall be resolved by the following processes:

- 10.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this PeGu Contract by negotiation.

10.2.2. **Mediation.** Within 30 days, but no earlier than 15 days, following the earlier of (1) receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

10.2.3. **Litigation.** Disputes arising from this PeGu Contract that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this PeGu Contract is located.

10.3. Amendments.

This PeGu Contract may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this PeGu Contract and signed by both parties, or as specifically allowed under the terms and conditions outlined in this PeGu Contract

10.4. Severability.

If any part of this PeGu Contract shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the enforceability of any other part hereof.

10.5. Counterparts.

This PeGu Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10.6. Successors and Assigns.

Except as provided herein, no party may assign this PeGu Contract without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Either party may assign the PeGu Contract without consent to a parent or subsidiary, an acquirer of assets, or a successor by merger. Nothing in this PeGu Contract, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this PeGu Contract upon any person or entity other than the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract for Performance Guarantee and Parameters and Energy Output Data for School Sites on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Mountain View Whisman School District

ENGIE Services U.S. Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Attachment A: Avoided Energy Price

Guarantee Year	Utility Avoided Cost Rate	Avoided Energy Price (\$/kWh)
1	\$0.270	\$0.221
2	\$0.282	\$0.231
3	\$0.295	\$0.241
4	\$0.308	\$0.252
5	\$0.322	\$0.264
6	\$0.336	\$0.275
7	\$0.354	\$0.257
8	\$0.370	\$0.269
9	\$0.387	\$0.281
10	\$0.404	\$0.293
11	\$0.422	\$0.306
12	\$0.441	\$0.320
13	\$0.461	\$0.335
14	\$0.482	\$0.350
15	\$0.503	\$0.365
16	\$0.526	\$0.382
17	\$0.550	\$0.399
18	\$0.574	\$0.417
19	\$0.600	\$0.436
20	\$0.627	\$0.455
21	\$0.656	\$0.476
22	\$0.685	\$0.497
23	\$0.716	\$0.520
24	\$0.748	\$0.543
25	\$0.782	\$0.568

Attachment B: Expected Energy

Benjamin Bubb Elementary School

Guarantee Year	Annual kWh	Guarantee kWh
1	185,411	176,140
2	184,484	175,260
3	183,562	174,383
4	182,644	173,512
5	181,730	172,644
6	180,822	171,781
7	179,918	170,922
8	179,018	170,067
9	178,123	169,217
10	177,232	168,371
11	176,346	167,529
12	175,465	166,691
13	174,587	165,858
14	173,714	165,029
15	172,846	164,203
16	171,981	163,382
17	171,122	162,566
18	170,266	161,753
19	169,415	160,944
20	168,568	160,139
21	167,725	159,338
22	166,886	158,542
23	166,052	157,749
24	165,221	156,960
25	164,395	156,176
Total	4,367,533	4,149,156

Crittenden Middle School

Guarantee Year	Annual kWh	Guarantee kWh
1	285,911	271,615
2	284,481	270,257
3	283,059	268,906
4	281,644	267,562
5	280,236	266,224
6	278,834	264,893
7	277,440	263,568
8	276,053	262,250
9	274,673	260,939
10	273,299	259,634
11	271,933	258,336
12	270,573	257,045
13	269,220	255,759
14	267,874	254,481

15	266,535	253,208
16	265,202	251,942
17	263,876	250,682
18	262,557	249,429
19	261,244	248,182
20	259,938	246,941
21	258,638	245,706
22	257,345	244,478
23	256,058	243,255
24	254,778	242,039
25	253,504	240,829
Total	6,734,905	6,398,160

Edith Landels Elementary School

<i>Guarantee Year</i>	<i>Annual kWh</i>	<i>Guarantee kWh</i>
1	187,632	178,250
2	186,694	177,359
3	185,760	176,472
4	184,832	175,590
5	183,907	174,712
6	182,988	173,838
7	182,073	172,969
8	181,163	172,104
9	180,257	171,244
10	179,355	170,388
11	178,459	169,536
12	177,566	168,688
13	176,679	167,845
14	175,795	167,005
15	174,916	166,170
16	174,042	165,340
17	173,171	164,513
18	172,306	163,690
19	171,444	162,872
20	170,587	162,057
21	169,734	161,247
22	168,885	160,441
23	168,041	159,639
24	167,201	158,841
25	166,365	158,046
Total	4,419,852	4,198,856

Frank L. Huff Elementary School

<i>Guarantee Year</i>	<i>Annual kWh</i>	<i>Guarantee kWh</i>
1	171,912	163,316
2	171,052	162,500

3	170,197	161,687
4	169,346	160,879
5	168,499	160,074
6	167,657	159,274
7	166,819	158,478
8	165,985	157,685
9	165,155	156,897
10	164,329	156,112
11	163,507	155,332
12	162,690	154,555
13	161,876	153,782
14	161,067	153,014
15	160,262	152,248
16	159,460	151,487
17	158,663	150,730
18	157,870	149,976
19	157,080	149,226
20	156,295	148,480
21	155,513	147,738
22	154,736	146,999
23	153,962	146,264
24	153,192	145,533
25	152,426	144,805
Total	4,049,550	3,847,071

Graham Middle School – Main Meter

Guarantee Year	Annual kWh	Guarantee kWh
1	445,065	422,812
2	442,840	420,698
3	440,625	418,594
4	438,422	416,501
5	436,230	414,419
6	434,049	412,347
7	431,879	410,285
8	429,719	408,233
9	427,571	406,192
10	425,433	404,161
11	423,306	402,141
12	421,189	400,130
13	419,083	398,129
14	416,988	396,139
15	414,903	394,158
16	412,828	392,187
17	410,764	390,226
18	408,711	388,275
19	406,667	386,334
20	404,634	384,402

21	402,610	382,480
22	400,597	380,568
23	398,594	378,665
24	396,601	376,771
25	394,618	374,888
Total	10,483,926	9,959,735

Graham Middle School – Secondary Meter

Guarantee Year	Annual kWh	Guarantee kWh
1	115,614	109,833
2	115,036	109,284
3	114,461	108,738
4	113,888	108,194
5	113,319	107,653
6	112,752	107,115
7	112,189	106,579
8	111,628	106,046
9	111,070	105,516
10	110,514	104,989
11	109,962	104,464
12	109,412	103,941
13	108,865	103,422
14	108,320	102,904
15	107,779	102,390
16	107,240	101,878
17	106,704	101,369
18	106,170	100,862
19	105,639	100,357
20	105,111	99,856
21	104,586	99,356
22	104,063	98,860
23	103,542	98,365
24	103,025	97,873
25	102,510	97,384
Total	2,723,399	2,587,228

Gabriela Mistral / Mariana Castro Elementary School

Guarantee Year	Annual kWh	Guarantee kWh
1	157,661	149,778
2	156,873	149,029
3	156,088	148,284
4	155,308	147,542
5	154,531	146,805
6	153,759	146,071
7	152,990	145,340

8	152,225	144,614
9	151,464	143,891
10	150,707	143,171
11	149,953	142,455
12	149,203	141,743
13	148,457	141,034
14	147,715	140,329
15	146,976	139,628
16	146,241	138,929
17	145,510	138,235
18	144,783	137,544
19	144,059	136,856
20	143,338	136,172
21	142,622	135,491
22	141,909	134,813
23	141,199	134,139
24	140,493	133,468
25	139,791	132,801
Total	3,713,855	3,528,162

Monta Loma Elementary School – Main Meter

Guarantee Year	Annual kWh	Guarantee kWh
1	120,156	114,148
2	119,555	113,577
3	118,957	113,010
4	118,363	112,445
5	117,771	111,882
6	117,182	111,323
7	116,596	110,766
8	116,013	110,212
9	115,433	109,661
10	114,856	109,113
11	114,282	108,568
12	113,710	108,025
13	113,142	107,485
14	112,576	106,947
15	112,013	106,412
16	111,453	105,880
17	110,896	105,351
18	110,341	104,824
19	109,790	104,300
20	109,241	103,779
21	108,694	103,260
22	108,151	102,743
23	107,610	102,230
24	107,072	101,718
25	106,537	101,210

Total	2,830,390	2,688,869
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Monta Loma Elementary School – Secondary Meter

Guarantee Year	Annual kWh	Guarantee kWh
1	115,870	110,077
2	115,291	109,526
3	114,714	108,978
4	114,141	108,434
5	113,570	107,891
6	113,002	107,352
7	112,437	106,815
8	111,875	106,281
9	111,316	105,750
10	110,759	105,221
11	110,205	104,695
12	109,654	104,171
13	109,106	103,651
14	108,560	103,132
15	108,018	102,617
16	107,477	102,104
17	106,940	101,593
18	106,405	101,085
19	105,873	100,580
20	105,344	100,077
21	104,817	99,576
22	104,293	99,078
23	103,772	98,583
24	103,253	98,090
25	102,737	97,600
Total	2,729,429	2,592,957

Stevenson Elementary School / District Office

Guarantee Year	Annual kWh	Guarantee kWh
1	262,438	249,316
2	261,126	248,070
3	259,820	246,829
4	258,521	245,595
5	257,228	244,367
6	255,942	243,145
7	254,663	241,929
8	253,389	240,720
9	252,122	239,516
10	250,862	238,319
11	249,607	237,127
12	248,359	235,941

13	247,118	234,762
14	245,882	233,588
15	244,653	232,420
16	243,429	231,258
17	242,212	230,102
18	241,001	228,951
19	239,796	227,806
20	238,597	226,667
21	243,948	231,751
22	242,728	230,592
23	241,515	229,439
24	240,307	228,292
25	239,106	227,150
Total	6,352,380	6,034,760

Theuerkauf Elementary School

<i>Guarantee Year</i>	<i>Annual kWh</i>	<i>Guarantee kWh</i>
1	356,654	338,821
2	354,871	337,127
3	353,096	335,442
4	351,331	333,764
5	349,574	332,096
6	347,826	330,435
7	346,087	328,783
8	344,357	327,139
9	342,635	325,503
10	340,922	323,876
11	339,217	322,256
12	337,521	320,645
13	335,834	319,042
14	334,154	317,447
15	332,484	315,859
16	330,821	314,280
17	329,167	312,709
18	327,521	311,145
19	325,884	309,589
20	324,254	308,042
21	322,633	306,501
22	321,020	304,969
23	319,415	303,444
24	317,818	301,927
25	316,229	300,417
Total	8,401,325	7,981,258

Vargas Elementary School

Guarantee Year	Annual kWh	Guarantee kWh
1	124,335	118,118
2	123,713	117,528
3	123,095	116,940
4	122,479	116,355
5	121,867	115,774
6	121,258	115,195
7	120,651	114,619
8	120,048	114,046
9	119,448	113,475
10	118,851	112,908
11	118,256	112,343
12	117,665	111,782
13	117,077	111,223
14	116,491	110,667
15	115,909	110,113
16	115,329	109,563
17	114,753	109,015
18	114,179	108,470
19	113,608	107,928
20	113,040	107,388
21	112,475	106,851
22	111,912	106,317
23	111,353	105,785
24	110,796	105,256
25	110,242	104,730
Total	2,928,830	2,782,389

Attachment C: Typical Solar Insolation and AC Energy

Benjamin Bubb Elementary School

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
Jan	265	2.25	4.96	7,924
Feb	296	2.95	6.30	9,046
Mar	359	3.45	6.98	10,935
Apr	374	6.07	12.12	18,177
May	410	7.31	14.66	22,422
Jun	420	8.10	16.06	23,561
Jul	428	7.72	15.41	23,429
Aug	385	6.93	14.12	21,501
Sep	350	5.67	11.91	17,801
Oct	322	4.07	8.84	13,741
Nov	291	2.70	5.98	9,137
Dec	286	2.17	4.90	7,737
Year 1	4,186	59.39	122.24	185,411

Crittenden Middle School

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
Jan	265	2.25	8.01	12,701
Feb	296	2.95	10.10	14,383
Mar	359	3.45	11.04	17,201
Apr	374	6.07	19.10	28,535
May	410	7.31	22.39	33,994
Jun	420	8.10	24.44	35,638
Jul	428	7.72	23.49	35,454
Aug	385	6.93	21.66	32,628
Sep	350	5.67	18.41	27,153
Oct	322	4.07	13.80	21,117
Nov	291	2.70	9.68	14,637
Dec	286	2.17	7.97	12,470
Year 1	4,186	59.39	190.09	285,911

Edith Landels Elementary School

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
Jan	265	2.25	4.79	7,886

<i>Feb</i>	296	2.95	6.15	9,147
<i>Mar</i>	359	3.45	6.91	11,231
<i>Apr</i>	374	6.07	12.03	18,775
<i>May</i>	410	7.31	14.40	22,821
<i>Jun</i>	420	8.10	15.86	24,085
<i>Jul</i>	428	7.72	15.13	23,825
<i>Aug</i>	385	6.93	13.80	21,739
<i>Sep</i>	350	5.67	11.54	17,791
<i>Oct</i>	322	4.07	8.49	13,599
<i>Nov</i>	291	2.70	5.77	9,109
<i>Dec</i>	286	2.17	4.69	7,624
Year 1	4,186	59.39	122.25	187,632

Frank L. Huff Elementary School

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
<i>Jan</i>	265	2.25	4.90	7,248
<i>Feb</i>	296	2.95	6.29	8,389
<i>Mar</i>	359	3.45	7.04	10,275
<i>Apr</i>	374	6.07	12.25	17,106
<i>May</i>	410	7.31	14.72	20,844
<i>Jun</i>	420	8.10	16.20	21,977
<i>Jul</i>	428	7.72	15.47	21,768
<i>Aug</i>	385	6.93	14.12	19,982
<i>Sep</i>	350	5.67	11.83	16,399
<i>Oct</i>	322	4.07	8.72	12,535
<i>Nov</i>	291	2.70	5.91	8,375
<i>Dec</i>	286	2.17	4.81	7,014
Year 1	4,186	59.39	119.57	171,912

Graham Middle School – Main Meter

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
<i>Jan</i>	265	2.25	2.54	19,114
<i>Feb</i>	296	2.95	3.24	21,853
<i>Mar</i>	359	3.45	3.61	26,652
<i>Apr</i>	374	6.07	6.28	44,668
<i>May</i>	410	7.31	7.44	53,793
<i>Jun</i>	420	8.10	8.14	56,587
<i>Jul</i>	428	7.72	7.82	56,218

<i>Aug</i>	385	6.93	7.15	51,149
<i>Sep</i>	350	5.67	6.01	42,081
<i>Oct</i>	322	4.07	4.44	32,300
<i>Nov</i>	291	2.70	3.07	22,011
<i>Dec</i>	286	2.17	2.51	18,639
Year 1	4,186	59.39	62.27	445,065

Graham Middle School – Secondary Meter

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
<i>Jan</i>	265	2.25	2.56	4,994
<i>Feb</i>	296	2.95	3.26	5,698
<i>Mar</i>	359	3.45	3.62	6,928
<i>Apr</i>	374	6.07	6.30	11,591
<i>May</i>	410	7.31	7.44	13,933
<i>Jun</i>	420	8.10	8.15	14,645
<i>Jul</i>	428	7.72	7.83	14,569
<i>Aug</i>	385	6.93	7.17	13,274
<i>Sep</i>	350	5.67	6.04	10,940
<i>Oct</i>	322	4.07	4.47	8,415
<i>Nov</i>	291	2.70	3.09	5,751
<i>Dec</i>	286	2.17	2.54	4,877
Year 1	4,186	59.39	62.46	115,614

Gabriela Mistral / Mariana Castro Elementary School

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
<i>Jan</i>	265	2.25	2.46	6,652
<i>Feb</i>	296	2.95	3.16	7,702
<i>Mar</i>	359	3.45	3.57	9,485
<i>Apr</i>	374	6.07	6.22	15,883
<i>May</i>	410	7.31	7.38	19,152
<i>Jun</i>	420	8.10	8.13	20,242
<i>Jul</i>	428	7.72	7.76	20,010
<i>Aug</i>	385	6.93	7.07	18,218
<i>Sep</i>	350	5.67	5.90	14,879
<i>Oct</i>	322	4.07	4.33	11,345
<i>Nov</i>	291	2.70	2.96	7,665
<i>Dec</i>	286	2.17	2.41	6,428
Year 1	4,186	59.39	61.35	157,661

Monta Loma Elementary School – Main Meter

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
Jan	265	2.25	2.45	5,034
Feb	296	2.95	3.15	5,809
Mar	359	3.45	3.56	7,209
Apr	374	6.07	6.22	12,119
May	410	7.31	7.41	14,610
Jun	420	8.10	8.14	15,384
Jul	428	7.72	7.81	15,305
Aug	385	6.93	7.10	13,953
Sep	350	5.67	5.92	11,392
Oct	322	4.07	4.33	8,648
Nov	291	2.70	2.95	5,810
Dec	286	2.17	2.41	4,883
Year 1	4,186	59.39	61.44	120,156

Monta Loma Elementary School – Secondary Meter

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
Jan	265	2.25	2.58	5,029
Feb	296	2.95	3.28	5,739
Mar	359	3.45	3.63	6,953
Apr	374	6.07	6.31	11,614
May	410	7.31	7.44	13,928
Jun	420	8.10	8.15	14,647
Jul	428	7.72	7.82	14,551
Aug	385	6.93	7.17	13,283
Sep	350	5.67	6.05	10,960
Oct	322	4.07	4.49	8,455
Nov	291	2.70	3.11	5,798
Dec	286	2.17	2.55	4,914
Year 1	4,186	59.39	62.60	115,870

Stevenson Elementary School / District Office

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
Jan	265	2.25	5.10	11,780
Feb	296	2.95	6.48	13,406

<i>Mar</i>	359	3.45	7.19	16,197
<i>Apr</i>	374	6.07	12.49	26,803
<i>May</i>	410	7.31	14.82	32,277
<i>Jun</i>	420	8.10	16.22	33,874
<i>Jul</i>	428	7.72	15.58	33,756
<i>Aug</i>	385	6.93	14.27	30,986
<i>Sep</i>	350	5.67	12.03	25,685
<i>Oct</i>	322	4.07	8.92	19,849
<i>Nov</i>	291	2.70	6.15	13,544
<i>Dec</i>	286	2.17	5.04	11,515
Year 1	4,186	59.39	124.29	269,672

Theuerkauf Elementary School

<i>Time Range</i>	<i>Daylight Hours</i>	<i>Gh (kWh/m²/day)</i>	<i>Ipoa (kWh/m²/day)</i>	<i>AC Energy (kWh)</i>
<i>Jan</i>	265	2.25	4.98	14,911
<i>Feb</i>	296	2.95	6.37	17,240
<i>Mar</i>	359	3.45	7.16	21,334
<i>Apr</i>	374	6.07	12.49	35,974
<i>May</i>	410	7.31	14.82	43,592
<i>Jun</i>	420	8.10	16.28	46,070
<i>Jul</i>	428	7.72	15.61	45,584
<i>Aug</i>	385	6.93	14.22	41,227
<i>Sep</i>	350	5.67	11.90	33,611
<i>Oct</i>	322	4.07	8.75	25,538
<i>Nov</i>	291	2.70	6.00	17,170
<i>Dec</i>	286	2.17	4.89	14,402
Year 1	4,186	59.39	123.48	356,654

Vargas Elementary School

<i>Time Range</i>	<i>Daylight Hours</i>	<i>Gh (kWh/m²/day)</i>	<i>Ipoa (kWh/m²/day)</i>	<i>AC Energy (kWh)</i>
<i>Jan</i>	265	2.25	2.33	5,215
<i>Feb</i>	296	2.95	2.96	5,951
<i>Mar</i>	359	3.45	3.29	7,197
<i>Apr</i>	374	6.07	5.72	11,925
<i>May</i>	410	7.31	7.18	15,158
<i>Jun</i>	420	8.10	7.86	15,905
<i>Jul</i>	428	7.72	7.56	15,850
<i>Aug</i>	385	6.93	6.92	14,575

<i>Sep</i>	350	5.67	5.83	12,109
<i>Oct</i>	322	4.07	4.32	9,342
<i>Nov</i>	291	2.70	2.81	6,011
<i>Dec</i>	286	2.17	2.31	5,096
<i>Year 1</i>	4,186	59.39	59.11	124,335

Exhibit H

WARRANTIES

The following warranties are the standard warranties from the manufacturers of components of the System. Designer/Builder is assigning these warranties to the District and these warranties shall not, in any way, reduce or limit the Performance Guarantee and/or any additional warranty terms or durations indicated in the Contract.

**Photovoltaic Module Warranty
25-year**

**Inverter Warranty
10-year**

**Electric Vehicle Charging Station Warranty
3-year**

Exhibit I
ADDITIONAL CONTRACT DOCUMENTS
TO
CONTRACT FOR DESIGN AND CONSTRUCTION

Mountain View Whisman School District
and
ENGIE Services U.S. Inc.

- Coordination and Project Meetings
- Construction Schedule - Network Analysis
- Submittals
- Regulatory Requirements
- Testing Laboratory Services
- Temporary Facilities and Controls
- Site Standards
- Temporary Tree and Plant Protection
- Storm Water Pollution Prevention Plan – Construction
- Materials and Equipment
- Delivery, Storage and Handling
- Contract Closeout and Final Cleaning
- Field Engineering
- Cutting and Patching
- Operation and Maintenance Data
- Warranties
- Record Documents
- Commissioning

COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Coordination Responsibilities of the Designer/Builder
- 1.1.2. Field Engineering Responsibilities of the Designer/Builder
- 1.1.3. Preconstruction Conference.
- 1.1.4. Progress Meetings.
- 1.1.5. Pre-Installation Conferences.
- 1.1.6. Post Construction Dedication.

1.2. COORDINATION RESPONSIBILITIES OF THE DESIGNER/BUILDER

- 1.2.1. Coordinate scheduling, submittals, and Work of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 1.2.2. Prior to commencement of a particular type or kind of work examine relevant information, contract documents, and subsequent data issued to the Project.
- 1.2.3. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 1.2.4. Closing up of holes, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.5. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 1.2.6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- 1.2.7. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating, or installing any of the elements required to be coordinated.
- 1.2.8. Closing up of walls, partitions or furred spaces, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.9. Coordinate completion and clean up of Work of separate sections in preparation for completion and for portions of work designated for District's occupancy.
- 1.2.10. After District occupancy of Project, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.
- 1.2.11. Coordinate all utility company work in accordance with the Contract Documents.

1.3. PRECONSTRUCTION CONFERENCE

- 1.3.1. Project Manager, Construction Manager, or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to Project mobilization.
- 1.3.2. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, District, Designer/Builder, Designer/Builder's Project Manager, Designer/Builder's Project Engineer, and Designer/Builder's Job/Project Superintendent.
- 1.3.3. Optional Attendance: District's consultants, subcontractors, and utility company representatives.
- 1.3.4. Designer/Builder shall preside at conference.

- 1.3.5. Construction Manager shall prepare and record minutes and distribute copies.
- 1.3.6. Agenda will include the following items, including those items that will be finalized at subsequent meetings, but which will be discussed initially at this meeting:
 - 1.3.6.1. Execution of District-Designer/Builder Contract.
 - 1.3.6.2. Issue Notice to Proceed.
 - 1.3.6.3. Submission of executed bonds and insurance certificates.
 - 1.3.6.4. Distribution of Contract Documents.
 - 1.3.6.5. Submission of preliminary list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.
 - 1.3.6.6. Designation of responsible personnel representing the parties.
 - 1.3.6.7. Procedures for processing Construction Directives and Change Orders.
 - 1.3.6.8. Procedures for Request for Information.
 - 1.3.6.9. Procedures for testing and inspecting.
 - 1.3.6.10. Procedures for processing applications for payment.
 - 1.3.6.11. Procedures for Project closeout.
 - 1.3.6.12. Use of Premises.
 - 1.3.6.13. Work restrictions.
 - 1.3.6.14. District's occupancy requirements or options.
 - 1.3.6.15. Responsibility for temporary facilities and controls.
 - 1.3.6.16. Construction waste management and recycling.
 - 1.3.6.17. Parking availability.
 - 1.3.6.18. Office, work and storage areas.
 - 1.3.6.19. Equipment deliveries and priority.
 - 1.3.6.20. Security.
 - 1.3.6.21. Progress cleaning.

1.4. PROGRESS MEETINGS

- 1.4.1. Designer/Builder Project Manager shall schedule and administer meetings throughout progress of the Work at a minimum of every week.
- 1.4.2. Designer/Builder Project Manager or Project Engineer will make arrangements for meetings, prepare agenda, and Construction Manager will co-preside at meetings and Construction Manager shall record minutes, and distribute copies for review and comment.
- 1.4.3. Attendance Required: Job Superintendent, Construction Manager, Designer/Builder Project Manager, Designer/Builder Project Engineer, Project Inspector (Inspector of Record), District, Subcontractors, and suppliers as appropriate to agenda topics for each meeting.
- 1.4.4. Agenda may include, as appropriate:
 - 1.4.4.1. Review minutes of previous meetings. (Field Reports)
 - 1.4.4.2. Review of Work progress.
 - 1.4.4.3. Field observations, problems, and decisions.
 - 1.4.4.4. Identification of problems which impede planned progress.
 - 1.4.4.5. Review of submittals schedule and status of submittals.
 - 1.4.4.6. Review of off-site fabrication and delivery schedules.
 - 1.4.4.7. Maintenance of construction schedule.
 - 1.4.4.8. Corrective measures to regain projected schedules.
 - 1.4.4.9. Planned progress during succeeding work period.
 - 1.4.4.10. Coordination of projected progress.
 - 1.4.4.11. Maintenance of quality and work standards.
 - 1.4.4.12. Effect of proposed changes on progress schedule and coordination.
 - 1.4.4.13. Other business relating to Work.
- 1.4.5. District has authority to schedule meetings other than those listed, as necessary.

1.5. PRE-INSTALLATION CONFERENCES

- 1.5.1. When required in individual specification section, Designer/Builder shall convene a pre-

installation conference prior to commencing work of the section. Refer to individual specification section for timing requirements of conference.

- 1.5.2. Designer/Builder shall require his/her subcontractors and suppliers directly affecting, or affected by, work of the specific section to attend.
- 1.5.3. Notify the Construction Manager, Project Engineer, Inspector of Record, and District two (2) business days in advance of meeting date.
- 1.5.4. The pre-installation conference may coincide with a regularly scheduled progress meeting.
- 1.5.5. Designer/Builder shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) business days after conference to participants.
- 1.5.6. The purpose of the meeting will be to review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related work and manufacturer's recommendations.
- 1.5.7. Pre-installation Schedule: As a minimum, Work being installed under the Contract Documents technical sections will require pre-installation conferences. Designer/Builder shall review the technical specifications and add all additional requirements for pre-installation meetings contained in those sections.

1.6. POST CONSTRUCTION DEDICATION ("Ribbon-Cutting" or "Grand Opening")

- 1.6.1. Suggested attendance: Project Superintendent, Designer/Builder, Project Manager, major subcontractors, Construction Manager, Project Engineer, Inspector of Record, and District Board Members, Superintendent and CBO.
- 1.6.2. Preparation prior to Dedication: Designer/Builder and appropriate subcontractors and suppliers shall:
 - 1.6.2.1. Assist District in operation of mechanical devices and systems.
 - 1.6.2.2. Verify operation and adjust controls for communication systems.
 - 1.6.2.3. Assist District in operation of lighting systems.

END OF DOCUMENT

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. REFERENCES

- 1.1.1. Construction Planning and Scheduling Manual - A Manual for General Designer/Builders and the Construction Industry, The Associated General Contractors of America (AGC).
- 1.1.2. CSI - Construction Specifications Institute MP-2-1 Master Format.
- 1.1.3. U.S. National Weather Service - Local Climatological Data (NOAA.gov).
- 1.1.4. Designer/Builder shall utilize MS Project or approved alternative scheduling software for Project and construction planning and scheduling.

1.2. PERFORMANCE REQUIREMENTS

- 1.2.1. Ensure adequate scheduling during construction activities so Work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- 1.2.2. Ensure coordination of Designer/Builder and subcontractors at all levels.
- 1.2.3. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of Products, materials and equipment.
- 1.2.4. Ensure on-time delivery of District furnished Products, materials and equipment.
- 1.2.5. Ensure coordination of jurisdictional reviews.
- 1.2.6. Prepare applications for payment.
- 1.2.7. Monitor progress of Work.
- 1.2.8. Prepare proper requests for changes to Contract Time.
- 1.2.9. Prepare proper requests for changes to Construction Schedule.
- 1.2.10. Detect potential schedule delays and identification of corrective actions.

1.3. QUALITY ASSURANCE

- 1.3.1. Perform scheduling work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- 1.3.2. Maintain one copy of Construction Planning and Scheduling Manual on Site.
- 1.3.3. In the event of discrepancy between the AGC publication and the Contract Documents, provisions of the Contract Documents shall govern.

1.4. SUBMITTALS

- 1.4.1. Submission of submittals pursuant to the Construction Documents in a format pre-approved by the District (e.g., Autodesk or similar format, where applicable).
- 1.4.2. Submit Short Interval Schedule at each Construction Progress Meeting.
- 1.4.3. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed delay.
- 1.4.4. Submit Recovery Schedules as required for timely completion of Work or when demanded by the District.
- 1.4.5. Submit one (1) reproducible and two (2) copies of each schedule.

1.5. REVIEW AND EVALUATION

- 1.5.1. Designer/Builder shall participate in joint review of Construction Schedule and Reports with District and Construction Manager.
- 1.5.2. Within seven (7) days of receipt of District and Construction Manager's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.
- 1.5.3. In the event that an activity or element of Work is not detected by District or Construction Manager review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
- 1.5.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any progress payments. Such acceptance shall not be unreasonably withheld.
- 1.5.5. Schedule of Values shall be basis for determining progress payments and shall be in a format acceptable to the District.
- 1.5.6. Review and acceptance by District and Construction Manager of Preliminary Work

Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.

1.6. FORMAT

- 1.6.1. **Listings:** Reading from left to right, in ascending order for each activity.
- 1.6.2. **Diagram Size:** 11X17, or as appropriate for information being displayed.
- 1.6.3. **Scale and Spacing:** To allow for legible notations and revisions.
- 1.6.4. Illustrate order and interdependence of activities and sequence of Work.
- 1.6.5. Illustrate complete sequence of construction by activity.
- 1.6.6. Full MS Project Schedule will have all predecessors and successors shown for review.
- 1.6.7. Provide legend of symbols and abbreviations used.

1.7. COST AND SCHEDULE REPORTS

- 1.7.1. **Activity Analysis:** Tabulate each activity of network diagram and identify for each activity in the full MS Project schedules:

- 1.7.1.1. Description.
- 1.7.1.2. Interface with outside contractors or agencies.
- 1.7.1.3. Number.
- 1.7.1.4. Preceding and following number.
- 1.7.1.5. Duration.
- 1.7.1.6. Earliest start date, earliest finish date.
- 1.7.1.7. Actual start date, actual finish date.
- 1.7.1.8. Latest start date, latest finish date.
- 1.7.1.9. Total and free float.
- 1.7.1.10. Identification of critical path activity.
- 1.7.1.11. Percentage complete.
- 1.7.1.12. Variance positive or negative.

- 1.7.2. **Required Sorts:** List activities in sorts or groups in the full MS Project schedules:

- 1.7.2.1. By activity number.
- 1.7.2.2. By amount of float time in order of early start.
- 1.7.2.3. By responsibility in order of earliest start date.
- 1.7.2.4. In order of latest start dates.
- 1.7.2.5. In order of latest finish dates.
- 1.7.2.6. Listing of activities on critical path.

- 1.7.3. Listing of basic input data which generates schedule.

1.8. CONSTRUCTION SCHEDULE

- 1.8.1. Designer/Builder shall develop and submit a preliminary schedule of construction (or Preliminary Construction Schedule) as required by this Document and the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Designer/Builder's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.
- 1.8.2. Upon District's acceptance of the Preliminary Construction Schedule, Designer/Builder shall update the accepted Preliminary Construction Schedule until Designer/Builder's Construction Schedule is fully developed and accepted. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion. Updates to the Project's Construction Schedule, in addition to an updated Schedule of Value, are required to process payment to Designer/Builder. Therefore,

submittal and acceptance of the Construction Schedule and updates shall be a condition precedent to making of monthly payments, as indicated in the Contract and the Schedule of Values.

- 1.8.3. Failure to submit an adequate or accurate Preliminary Construction Schedule, Construction Schedule, updates thereto or failure to submit on established dates, will be considered a breach of Contract.
- 1.8.4. Failure to include any activity shall not be an excuse for completing all Work by required Completion Date.
- 1.8.5. Activities of long intervals shall be broken into increments no longer than fourteen (14) days or a value over \$20,000.00 unless approved by the District or it is non-construction activity for procurement and delivery.
- 1.8.6. The Construction Schedule shall comply with the following and include the following:
 - 1.8.6.1. A description of the Designer/Builder's approach to mobilization, procurement, and construction during the first thirty (30) calendar days including crew sizes, equipment and material delivery, Site access, submittals, and permits.
 - 1.8.6.2. Shall designate critical path or paths.
 - 1.8.6.3. Procurement activities to include mobilization, shop drawings and sample submittals.
 - 1.8.6.4. Identification of key and long-lead elements and realistic delivery dates.
 - 1.8.6.5. Construction activities in units of whole days limited to fourteen (14) days for each activity except non-construction, procurement and delivery. If Designer/Builder needs to include any activity longer than 14 days, Designer/Builder shall explain the need for that longer duration for the District's approval, which shall not be unreasonably withheld.
 - 1.8.6.6. Duration of each activity.
 - 1.8.6.7. Shall contain seasonal weather considerations.
 - 1.8.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.
 - 1.8.6.9. Conform to mandatory dates specified in the Contract Documents.
 - 1.8.6.10. Designer/Builder shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will be calculated from the Notice to Proceed until the Completion.
 - 1.8.6.11. Level of detail shall correspond to complexity of work involved.
 - 1.8.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.
 - 1.8.6.13. Designate critical path or paths.
 - 1.8.6.14. As developed shall show sequence and interdependence of activities required for complete performance of Work.
 - 1.8.6.15. Shall be logical and show a coordinated plan of Work.
 - 1.8.6.16. Show order of activities and major points of interface, including specific dates of completion.
 - 1.8.6.17. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
 - 1.8.6.18. Shall show description, duration and float for each activity.
- 1.8.7. **Activity.** An activity shall meet the following criteria:
 - 1.8.7.1. Any portion or element of Work or action that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 1.8.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.

- 1.8.7.3. Responsibility shall be identified with a single performing entity wherever possible.
- 1.8.7.4. Activities labeled start, continue or completion are not allowed.
- 1.8.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:
 - 1.8.8.1. Preparation of shop drawings and sample submissions.
 - 1.8.8.2. Review of shop drawings and samples.
 - 1.8.8.3. Finish and color selection.
 - 1.8.8.4. Fabrication and delivery.
 - 1.8.8.5. Erection or installation.
 - 1.8.8.6. Testing.
- 1.8.9. Include a minimum of fifteen (15) days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.
- 1.9. **SHORT INTERVAL SCHEDULE**
 - 1.9.1. The Three-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Designer/Builder shall ensure that it accurately reflects the current progress of the Work.
 - 1.9.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule or within an Excel format, as pre-approved by the District.
 - 1.9.3. Prepare schedule on sheet of sufficient width to clearly show data.
 - 1.9.4. Provide continuous heavy vertical line identifying first day of week.
 - 1.9.5. Provide continuous subordinate vertical line identifying each day of week.
 - 1.9.6. Identify activities by same activity number and description as Construction Schedule.
 - 1.9.7. Show each activity in proper sequence.
 - 1.9.8. Indicate graphically sequences necessary for related activities.
 - 1.9.9. Indicate activities completed or in progress for previous two (2) week period.
 - 1.9.10. Indicate activities scheduled for succeeding two (2) week period.
 - 1.9.11. Further detail may be added if necessary to monitor schedule.
- 1.10. **REQUESTED TIME ADJUSTMENT SCHEDULE**
 - 1.10.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order, unless delays are caused by the AHJ, utility, or other third party outside of the control of the Design/Builder, as allowed under section 23.3.
 - 1.10.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Construction Manager.
 - 1.10.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.
 - 1.10.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.
 - 1.10.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
 - 1.10.6. Schedule shall be a time-scaled network analysis.
 - 1.10.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
 - 1.10.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.
 - 1.10.9. Activity delays shall not automatically constitute an extension of Contract Time.
 - 1.10.10. Failure of subcontractors shall not be justification for an extension of time.
 - 1.10.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.

- 1.10.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned according to benefit of Project.
- 1.10.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.
- 1.10.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
- 1.10.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.
- 1.10.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.

1.11. RECOVERY SCHEDULE

- 1.11.1. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- 1.11.2. Designer/Builder shall prepare and submit to the District a Recovery Schedule at any time requested by the District, at no cost to the District.
- 1.11.3. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule and to complete the Work by the Completion Date.
- 1.11.4. Maximum duration shall be one (1) month and shall coincide with payment period.
- 1.11.5. Ten (10) days prior to expiration of Recovery Schedule, Designer/Builder shall have to show verification to determine if activities have regained compliance with Construction Schedule. Based upon this verification the following will occur:
 - 1.11.5.1. Supplemental Recovery Schedule will be submitted to address subsequent month.
 - 1.11.5.2. Construction Schedule will be resumed.

1.12. UPDATING SCHEDULES

- 1.12.1. Review and update schedule at least ten (10) days prior to submitting an Application for Payment.
- 1.12.2. Maintain schedule to record actual prosecution and progress.
- 1.12.3. Identify approved Change Orders which affect schedule as separate new activities.
- 1.12.4. Change Orders of less than \$5,000.00 value or less than three (3) days duration need not be shown unless critical path is affected.
- 1.12.5. No other revisions shall be made to schedule unless authorized by District.
- 1.12.6. **Written Narrative Report:** At District's reasonable request, Designer/Builder shall include a written report as required to explain the Monthly Schedule Update. The narrative shall, at a minimum include the following headings with appropriate discussions of each topic, to the extent the schedule has been impacted or Designer/Builder expects an impact to the schedule:
 - 1.12.6.1. Activities or portions of activities completed during previous reporting period.
 - 1.12.6.2. Actual start dates for activities currently in progress.
 - 1.12.6.3. Deviations from critical path in days ahead or behind.
 - 1.12.6.4. List of major construction equipment used and any equipment idle.
 - 1.12.6.5. Number of personnel by craft engaged on Work during reporting period.
 - 1.12.6.6. Progress analysis describing problem areas.
 - 1.12.6.7. Current and anticipated delay factors and their impact.
 - 1.12.6.8. Proposed corrective actions and logic revisions for Recovery Schedule.
 - 1.12.6.9. Proposed modifications, additions, deletions and changes in logic of

Construction Schedule.

1.12.6.10. In updating the Schedule, Designer/Builder shall not modify Activity ID numbers, schedule calculation rules/criteria, or the Activity Coding Structure required.

1.12.7. Schedule update will form basis upon which progress payments will be made.

1.12.8. District will not be obligated to review or process Application for Payment until updated Construction Schedule and Progress Report have been submitted.

1.13. DISTRIBUTION

1.13.1. Following joint review and acceptance of updated schedules distribute copies to District, Construction Manager, and all other concerned parties.

1.13.2. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PRODUCTS

2.1. SCHEDULING SOFTWARE

Designer/Builder shall utilize a District-approved equivalent scheduling software such as MS Project to employ the Critical Path Method (CPM) in the development and maintenance of the Construction Schedule. The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail.

2.2. ELECTRONIC DATA

Provide electronic copy of the Construction Schedule via email as needed. The electronic MS Project files shall be saved in a readable type format, showing logical ties and links.

END OF DOCUMENT

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE A PRE-APPROVED PROGRAM

1.1.1. DESIGNER/BUILDER SHALL USE A DISTRICT-APPROVED PROGRAM/SOFTWARE FOR THE SUBMITTAL PROCESS

- 1.1.2. Designer/Builder shall transmit each submittal in conformance with requirements of this Document. For each submittal, Designer/Builder shall:
 - 1.1.2.1. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;
 - 1.1.2.2. Identify Project and District's project number, Designer/Builder, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;
 - 1.1.2.3. Apply Designer/Builder's stamp as applicable or required (e.g., design documents being submitted to DSA), signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- 1.1.3. Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.
 - 1.1.3.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1.1.3.2. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - 1.1.3.3. District reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.1.4. Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.
- 1.1.5. No extension of Contract Time will be authorized because of failure to transmit submittals to the District sufficiently in advance of the Work to permit processing.
- 1.1.6. District shall review as diligently as possible and return all submittals in a timely fashion to not cause any delay to the Project Schedule.
- 1.1.7. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 1.1.8. Provide space for review stamps/signatures as required.
- 1.1.9. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 1.1.10. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.2. SHOP DRAWINGS

- 1.2.1. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.
- 1.2.2. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

1.3. ELECTRONIC SUBMITTAL PROCESS

1.3.1. Submittal Procedure for Large Format shop drawings.

- 1.3.1.1. Designer/Builder shall provide paper copies of the Shop Drawings directly to the District and the Construction Manager (CM) and Designer/Builder will upload/post an electronic transmittal (with a detailed description of the

submittal including the subject, specification number and number of drawings) on pre-approved program.

- 1.3.1.2. Designer/Builder shall verify that the Schedule of Submittals and all submittal log(s) on pre-approved program are accurate and up to date.
- 1.3.1.3. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
- 1.3.1.4. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
- 1.3.1.5. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.
- 1.3.1.6. Designer/Builder shall send one (1) copy of the completed record submittal of the documents to a vendor for scanning and posting on pre-approved program.

1.3.2. Product Data, Calculations and Small Format Drawings

- 1.3.2.1. Designer/Builder shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings on pre-approved program with a Transmittal (with a detailed description of the submittal) directly to the CM.
- 1.3.2.2. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
- 1.3.2.3. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
- 1.3.2.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.

1.3.3. Sample Submittal Procedure – (Product / Assembly Samples)

- 1.3.3.1. Designer/Builder shall provide physical samples directly to the District and the CM and Designer/Builder will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on.
- 1.3.3.2. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
- 1.3.3.3. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
- 1.3.3.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.

1.4. PRODUCT DATA

In addition to the above requirements, mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.5. SAMPLES

Designer/Builder shall provide photographs of other installations that are similar to the finished Project, as required.

1.6. MANUFACTURER'S INSTRUCTION

- 1.6.1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data, as part of the project closeout package.
- 1.6.2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.7. MANUFACTURER'S CERTIFICATES

- 1.7.1. When specified in individual specification Sections, submit manufacturers' certificate to Construction Manager for review, in quantities specified for Product Data.
- 1.7.2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 1.7.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to District.

1.8. MOCK-UP

Not Required for this Contract.

1.9. DEFERRED APPROVAL REQUIREMENTS

- 1.9.1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by a California registered Architect or professional engineer who has been delegated responsibility covering the work shown on a particular plan or specification and approved by the Division of the State Architect (DSA). Deferred approval items for this Project are as indicated in the Contract Documents
- 1.9.2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by DSA.
- 1.9.3. Submit material using electronic submittal process as defined above.
- 1.9.4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.
- 1.9.5. Submit documents to District for review prior to forwarding to the DSA.
- 1.9.6. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in California who is responsible for that work.
- 1.9.7. District and its subconsultants will review the documents only for conformance with general design concept. The Designer/Builder will then forward the Submittal to DSA for approval.
- 1.9.8. Designer/Builder shall respond to review comments made by DSA and revise and resubmit submittal to DSA for final approval.

END OF DOCUMENT

REGULATORY REQUIREMENTS

1. GENERAL

1.1. DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

- 1.2.1.** All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work as of the date of this Contract, are hereby incorporated into the Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below.
Designer/Builder shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Construction Manager may request, including, without limitation, applicable portions of the California Code of Regulations (C.C.R.).
- 1.2.2.** This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, C.C.R., and the most current version on the date the Contract is executed and as it pertains to school construction including, without limitation:
 - 1.2.2.1.** Test and testing laboratory pursuant to Section 4-335 (District shall pay for the testing laboratory).
 - 1.2.2.2.** All special inspections pursuant to Section 4-333(d).
 - 1.2.2.3.** Designer/Builder shall submit verified reports pursuant to Section 4-336 & 4-343(c).
 - 1.2.2.4.** Administration
 - 1.2.2.4.1.** Duties of Architect and Engineers working for Designer/Builder shall be pursuant to Section 4-341.
 - 1.2.2.4.2.** Duties of Designer/Builder shall be pursuant Section 4-343.
 - 1.2.2.4.3.** Verified Reports shall be pursuant to Section 4-336.
 - 1.2.2.5.** Designer/Builder shall keep and make available a copy of Part 1 and 2 of the most current version of C.C.R., Title 24 at the Site during construction.
 - 1.2.2.6.** Designer/Builder shall notify the Division of State Architect (DSA) upon the start of construction pursuant to Section 4-331.
 - 1.2.2.7.** Addenda and Change Orders shall be pursuant to Section 4-338.
- 1.2.3.** Items of deferred approval shall be clearly marked on the first sheet of the Designer/Builder's and/or Engineer's approved Drawings. All items later submitted for approval shall be pursuant to Title 24 requirements to the DSA.
 - 1.2.3.1.** Building Standards Administrative Code, C.C.R., Title 24, Part 1.
 - 1.2.3.2.** California Building Code (CBC), C.C.R., Title 24, Part 2.; (Uniform Building code volumes 1-3 and California Amendments).
 - 1.2.3.3.** California Electrical Code (CEC), C.C.R., Title 24, Part 3.
 - 1.2.3.4.** California Mechanical Code (CMC), C.C.R., Title 24, Part 4; (Uniform Mechanical Code and California Amendments).
 - 1.2.3.5.** California Plumbing Code (CPC), C.C.R., Title 24, Part 5; (Uniform Plumbing Code and California Amendments).
 - 1.2.3.6.** California Fire Code (CFC), C.C.R., Title 24, Part 9; (Fire Plumbing Code and California Amendments).
 - 1.2.3.7.** California Referenced Standards Code, C.C.R., Title 24, Part 12.
 - 1.2.3.8.** State Fire Marshal Regulations, C.C.R., Title 19, Public Safety.
 - 1.2.3.9.** Partial List of Applicable NFPA Standards:
 - 1.2.3.9.1.** NFPA 13 - Automatic Sprinkler System.

- 1.2.3.9.2. NFPA 14 - Standpipes Systems.
- 1.2.3.9.3. NFPA 17A - Wet Chemical System
- 1.2.3.9.4. NFPA 24 - Private Fire Mains.
- 1.2.3.9.5. (California Amended) NFPA 72 - National Fire Alarm Codes.
- 1.2.3.9.6. NFPA 253 - Critical Radiant Flux of Floor Covering System.
- 1.2.3.9.7. FPA 2001 - Clean Agent Fire Extinguishing Systems.
- 1.2.3.10. California Division of the State Architect Interpretation of Regulations Manual.

END OF DOCUMENT

TESTING LABORATORY SERVICES

1. GENERAL

1.1. REFERENCES

- 1.1.1. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- 1.1.2. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- 1.1.3. CBC - California Building Code.
- 1.1.4. UBC - Uniform Building Code.
- 1.1.5. Title 24, Parts 1 and 2, of the California Code of Regulations. Designer/Builder shall keep a copy of these available at the job Site for ready reference during construction
- 1.1.6. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section. DSA shall be notified at or before the start of construction.

1.2. OBSERVATION AND SUPERVISION

- 1.2.1. The District and Construction Manager or their appointed representatives will review the Work and the Designer/Builder shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Designer/Builder and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, 24 C.C.R. §4-341.
- 1.2.2. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District ("Project Inspector"), will observe the Work in accordance with 24 C.C.R. §§4-333(b) and 4-342:
- 1.2.3. Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. Designer/Builder shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 1.2.3.1. Project Inspector will notify District and Construction Manager and inform Designer/Builder of any observed failure of Work or material to conform to Contract Documents.
 - 1.2.3.2. The Project Inspector shall observe and monitor all testing and inspection activities required.
- 1.2.4. Designer/Builder shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to 24 C.C.R. §4-343. Designer/Builder shall supervise and direct the Work and maintain a competent superintendent on the Project who is authorized to act in all matters pertaining to the Work. The Designer/Builder shall inspect all materials, as they arrive, for compliance with the Contract Documents. Designer/Builder shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Designer/Builder shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by 24 C.C.R. §4-336.

1.3. TESTING LABORATORIES AND AGENCIES

- 1.3.1. Testing agencies and tests shall be in conformance with the Contract Documents and the requirements of 24 C.C.R. §4-335.
- 1.3.2. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer ("Soils Engineer").
- 1.3.3. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory ("Testing Laboratory" or "Laboratory"). The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.4. TESTS AND INSPECTIONS

- 1.4.1. Designer/Builder shall be responsible for notifying District and Project Inspector of all

required tests and inspections. Designer/Builder shall notify District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.

- 1.4.2. Designer/Builder shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- 1.4.3. District will pay for first inspections and tests required by the Title 24 and other inspections or tests that District and/or Construction Manager may direct to have made, including, but not limited to, the following principal items:
 - 1.4.3.1. Tests and observations for earthwork and pavings.
 - 1.4.3.2. Tests for concrete mix designs, including tests of trial batches.
 - 1.4.3.3. Tests and inspections for structural steel work.
 - 1.4.3.4. Field tests for framing lumber moisture content.
 - 1.4.3.5. Additional tests directed by District that establish that materials and installation comply with the Contract Documents.
 - 1.4.3.6. Test and observation of welding and expansion anchors.
 - 1.4.3.7. Factory observation of components and assembly of modular prefabrication structures and buildings.
- 1.4.4. District may at its discretion, pay and back charge Designer/Builder for:
 - 1.4.4.1. Retests or reinspections, if required, and tests or inspection required due to Designer/Builder error or lack of required identifications of material.
 - 1.4.4.2. Uncovering of work in accordance with Contract Documents.
 - 1.4.4.3. Testing done on weekends, holidays, and overtime will be chargeable to Designer/Builder for the overtime portion, if overtime schedule is mutually agreed upon by both parties prior to the work taking place.
- 1.4.5. Testing and inspection reports and certifications:
 - 1.4.5.1. If initially received by Designer/Builder, Designer/Builder shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification: District; Construction Manager, if any; Consulting Engineer, if any; Other Engineers on the Project, as appropriate; and; Project Inspector.
 - 1.4.5.2. When the test or inspection is one required by the Title 24, a copy of the report shall also be provided to the DSA.

1.5. SELECTION AND PAYMENT

- 1.5.1. District will hire and pay for services of an independent Testing Laboratory to perform specified inspection and testing as specified by District's Testing Laboratory.
- 1.5.2. District's hiring of Testing Laboratory shall in no way relieve Designer/Builder of its obligation to perform work in accordance with requirements of Contract Documents.

1.6. DISTRICT'S TESTING LABORATORY RESPONSIBILITIES

- 1.6.1. Test samples of mixes submitted by Inspector.
- 1.6.2. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- 1.6.3. Notify Designer/Builder of observed irregularities or non-conformance of Work or Products.
- 1.6.4. Attend preconstruction conferences and progress meetings when requested by Designer/Builder.

1.7. LABORATORY REPORTS

- 1.7.1. After each inspection and test, District shall then submit one copy of laboratory report to Designer/Builder Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately.
- 1.7.2. Each Testing Laboratory shall submit a verified report covering all of the tests which were required to be made by that agency during the progress of the Project. Such report shall be furnished each time that Work is suspended, covering the tests up to that time

and at the Completion of the Project, covering all tests.

1.8. LIMITS ON TESTING LABORATORY AUTHORITY

- 1.8.1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- 1.8.2. Laboratory may not approve or accept any portion of the Work.
- 1.8.3. Laboratory may not assume any duties of Designer/Builder.
- 1.8.4. Laboratory has no authority to stop the Work.

1.9. DESIGNER/BUILDER RESPONSIBILITIES

- 1.9.1. Submit proposed items for testing as required herein and/or as further required in the Contract Documents for review in accordance with applicable specifications.
- 1.9.2. Cooperate with Laboratory personnel and provide access to the Work and to manufacturer's facilities.
- 1.9.3. Notify Construction Manager, District, and Testing Laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
- 1.9.4. When tests or inspections cannot be performed after such notice, reimburse District for Laboratory personnel and travel expenses incurred due to the Designer/Builder's negligence.
- 1.9.5. Designer/Builder shall notify District a sufficient time in advance of the manufacture of material to be supplied by Designer/Builder pursuant to the Contract Documents, which must by terms of the Contract be tested, in order that the District may arrange for the testing of same at the source of supply.
 - 1.9.5.1. Any material shipped by the Designer/Builder from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice that such testing and inspection will not be required shall not be incorporated in the Work.
- 1.9.6. Contract and pay for services of District's Testing Laboratory to perform additional inspections, sampling and testing required when initial tests indicate Designer/Builder's work and/or materials does not comply with Contract Documents.

1.10. SCHEDULE OF INSPECTIONS AND TESTS PER DSA APPROVED T&I SHEET

To the extent the following scopes of work are part of the Project, the Testing Laboratory shall perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), California Code of Regulations, Title 24, Part 2:

- Structural Tests and Special Inspections (Chapter 17A)
 - Special Inspections (§ 1704A)
- Soils and Foundations (Chapter 18A)
 - Geotechnical Investigations (§ 1803A)
- Concrete (Chapter 19A)
 - Specifications for Tests and Materials (§)
 - Concrete Quality, Mixing and Placing (§)
 - Concrete Reinforcement and Anchor Testing Inspection (§ 1916A)
- Masonry (Chapter 21A)
 - Masonry Construction Materials (§ 2103A)
 - Masonry Quality (§ 2103A)
 - Quality Assurance (§ 2105A)
- Structural Steel (Chapter 22A)
 - Structural Steel (§ 2205A)
 - Identification & Protection of Steel for Structural Purposes (§ 2203A)
 - Inspection and Tests of Structural Steel (§ 2212A)
- Wood (Chapter 23)
 - Minimum Standards and Quality (§ 2303)
 - Wood Construction (§ 1704A.6)

- Exterior Walls (Chapter 14)
 - Masonry Units (§ 1404.4)
 - Masonry Construction Materials (§ 2103A)
 - Exterior Insulation and Finish Systems (§ 1408)
- Roof Assemblies and Roofing Structures (Chapter 15)
 - Materials (§ 1506)
- Aluminum (Chapter 20)
 - Materials (§ 2002.1)
 - Inspection (§ 2003.1)

1.10.1. Plumbing (where applicable)

Testing as required including, but not limited to: Sterilization, soil waste and vent, water piping, source of water, gas piping, downspouts and storm drains.

1.10.2. Automatic Fire Sprinklers (where applicable)

Testing as required including, but not limited to: hydrostatic pressure.

1.10.3. Heating, Ventilating and Air Conditioning (where applicable)

Testing as required including, but not limited to: Ductwork tests, cooling tower tests, boiler tests, controls testing, piping tests, water and air systems, and test and balance of heating and air conditioning systems.

1.10.4. Electrical (where applicable)

Testing as required including, but not limited to: Equipment testing, all electrical system operations, grounding system and checking insulation after cable is pulled.

1.11. PROJECT INSPECTOR'S ACCESS TO SITE

- 1.11.1. A Project Inspector employed by the District in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. Project Inspector's duties are specifically defined in 24. C.C.R. §4-342, and as indicated in the Contract.
- 1.11.2. District and Construction Manager shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and Designer/Builder shall at all times maintain proper facilities and provide safe access for such inspection.
- 1.11.3. The Work in all stages of progress shall be subject to the personal continuous observation of the Inspector. Inspector shall have free access to any or all parts of the Work at any time. Designer/Builder shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Designer/Builder from any obligation set forth in the Contract Documents.
- 1.11.4. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
- 1.11.5. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24 or evidence that any material or construction does not conform to the requirements of Title 24, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1. TEMPORARY UTILITIES

1.1.1. Electric Power and Lighting

- 1.1.1.1. Designer/Builder will furnish and pay for power during the course of the work to the extent power is not in the building(s) or on the Site. Designer/Builder shall be responsible for providing temporary facilities required on the Site to point of intended use. This excludes temporary power outages during utility shutdowns for interconnections, where no temporary power will be provided by the Designer/Builder. These shutdowns shall be coordinated with the District ahead of time to take place in a timeframe to ensure no impacts to site and occupants.
- 1.1.1.2. Designer/Builder shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
- 1.1.1.3. Designer/Builder shall be responsible for maintaining existing lighting levels in the Project vicinity should temporary outages or service interruptions occur, excluding utility shutdowns for interconnection

1.1.2. Heat and Ventilation

- 1.1.2.1. Designer/Builder shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.
- 1.1.2.2. Designer/Builder shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, and gases.
- 1.1.2.3. Designer/Builder shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

1.1.3. Water

- 1.1.3.1. District will furnish and pay for water during the course of the work.
- 1.1.3.2. Designer/Builder shall make potable water available for human consumption.

1.1.4. Sanitary Facilities

- 1.1.4.1. Designer/Builder shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Project Inspector or Designer/Builder completes all Work.
- 1.1.4.2. Use of toilet facilities in the Work shall not be permitted except by consent of the Project Inspector and District.

1.1.5. Telephone Service [Not applicable]

1.1.6. Fire Protection:

- 1.1.6.1. Designer/Builder shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- 1.1.6.2. Where on-site welding and burning of steel is unavoidable, Designer/Builder shall provide protection for adjacent surfaces.

1.1.7. Trash Removal:

Designer/Builder shall provide trash removal on a timely basis from all Site Offices and the Site.

1.2. CONSTRUCTION AIDS

- 1.2.1. No District tools or equipment shall be used by Designer/Builder for the performance of the Work.

1.3. BARRIERS AND ENCLOSURES

- 1.3.1. Designer/Builder shall obtain District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- 1.3.2. Designer/Builder shall provide a six (6) foot high, chain link perimeter fence with posts as a temporary barrier around construction area. Designer/Builder shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises. Designer/Builder shall remove temporary fence, barriers and enclosure upon Completion of the Work.
- 1.3.3. Designer/Builder shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

1.4. SECURITY

Designer/Builder shall secure all construction equipment, machinery and vehicles, park and store only within fenced area whenever possible, and render inoperable during non-work hours. Designer/Builder is responsible for insuring that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of the Project Site.

1.5. TEMPORARY CONTROLS

1.5.1. Noise Control

- 1.5.1.1. Designer/Builder acknowledges that adjacent facilities may remain in operation during all or a portion of the Work, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- 1.5.1.2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to District a minimum of forty-eight (48) hours in advance of their performance.

1.5.2. Noise and Vibration

- 1.5.2.1. Equipment and impact tools shall have intake and exhaust mufflers as applicable.
- 1.5.2.2. Designer/Builder shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

1.5.3. Dust and Dirt

- 1.5.3.1. Designer/Builder shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- 1.5.3.2. As needed, Designer/Builder shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- 1.5.3.3. As needed, Designer/Builder shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- 1.5.3.4. Designer/Builder shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

1.5.4. Water

Designer/Builder shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Designer/Builder shall

control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

1.5.5. Pollution

1.5.5.1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

1.5.5.2. Designer/Builder shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.5.6. Lighting

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.6. PUBLICITY RELEASES

Designer/Builder shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT

SITE STANDARDS

1. GENERAL

1.1. REQUIREMENTS OF THE DISTRICT

1.1.1. Drug-Free Schools and Safety Requirements:

- 1.1.1.1. No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Designer/Builder-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 1.1.1.2. Designer/Builder shall post: "Non-Smoking Area" in a highly visible location on Site. Designer/Builder may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.
- 1.1.1.3. Designer/Builder shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Designer/Builder shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

- 1.1.2. **Language:** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.1.3. Disturbing the Peace (Noise and Lighting):

- 1.1.3.1. Designer/Builder shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- 1.1.3.2. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.
- 1.1.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.1.4. Traffic:

- 1.1.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, a ground guide shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
- 1.1.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.
- 1.1.4.3. District shall designate a construction entry to the Site. If Designer/Builder requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Designer/Builder's expense.
- 1.1.4.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.
- 1.1.4.5. All of the above shall be observed and complied with by the Designer/Builder and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

TEMPORARY TREE AND PLANT PROTECTION

DESIGNER/BUILDER SHALL ENSURE THE PRESERVATION OF TREES AND COMPLIANCE WITH THE MIGRATORY BIRD TREATY ACT. IF AN ARBORIST IS NEEDED OR IS REQUIRED, AS INDICATED HEREIN, DESIGNER/BUILDER SHALL BE REQUIRED TO HIRE AN ARBORIST IF AND WHEN NEEDED, TO PERFORM THE REQUIRED SERVICES, AT NO COST TO THE DISTRICT.

1. GENERAL

1.1. SUMMARY

This Document includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.2. DEFINITIONS

Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.3. SUBMITTALS

- 1.3.1. Product Data: For each type of product indicated.
- 1.3.2. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- 1.3.3. Qualification Data: For tree service firm.
- 1.3.4. Certification: From arborist (if required), certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- 1.3.5. Maintenance Recommendations: From tree service firm, for care and protection of trees affected by construction during and after completing the Work.

1.4. QUALITY ASSURANCE

- 1.4.1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- 1.4.2. Arborist Qualifications: An arborist (if required) must be certified by ISA (International Society of Arboriculture) or licensed in the jurisdiction where Project is located.
- 1.4.3. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
 - 1.4.3.1. Before tree protection and trimming operations begin, meet with District to review tree protection and trimming procedures and responsibilities.

1.5. TREE PRUNING

- 1.5.1. Prune trees to remain that are affected by temporary and permanent construction.
- 1.5.2. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period .
- 1.5.3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
- 1.5.4. Adjust pruning requirements per arborist's recommendations.
- 1.5.5. Cut branches with sharp pruning instruments; do not break or chop.
- 1.5.6. Modify below to specific project requirements.
- 1.5.7. Chip removed tree branches and dispose of or spread over areas identified by District.

1.6. TREE REPAIR AND REPLACEMENT

- 1.6.1. Immediately, and in no case more than 24 hours, repair trees damaged by construction operations if the damage is sufficiently severe to risk the tree's survival or poses a hazard or emergency situation. All other repairs to trees damaged by construction operations shall be performed within 72 hours. Treat damaged trunks, limbs, and roots according to an arborist's written instructions, if required.
- 1.6.2. Remove and replace trees indicated to remain that die or are damaged during

construction operations or that are incapable of restoring to normal growth pattern.

1.6.2.1. Provide new trees of 6-inch (150-mm) caliper size when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced.

1.6.2.2. **Plant and maintain new trees as specified in Contract Documents.**

1.7. DISPOSAL OF WASTE MATERIALS

1.7.1. Burning is not permitted.

1.7.2. Disposal: Remove excess excavated material and displaced trees from Site.

END OF DOCUMENT

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) – CONSTRUCTION

THE DESIGNER/BUILDER AND ITS CIVIL ENGINEER EACH DETERMINED THAT THE CONSTRUCTION OF THIS PROJECT IS **NOT** ANTICIPATED TO APPROACH OR EXCEED THE ONE-ACRE DISTURBANCE THRESHOLD THAT WOULD NECESSITATE ENROLLMENT UNDER THE CGP. HOWEVER, IF PRIOR TO CONSTRUCTION THE PROJECT DESIGN IS MODIFIED AND WILL RESULT IN ONE OR MORE ACRES OF DISTURBANCE, THE DESIGNER/BUILDER SHALL COMPLY WITH THE REQUIREMENTS *ITALICIZED* BELOW IN THIS “SWPPP – CONSTRUCTION” SECTION TO OBTAIN PERMIT COVERAGE FROM THE STATE WATER BOARD.

Designer/Builder shall implement erosion control and storm water best management practices (BMPs) on the Project site to avoid or minimize any potential impacts associated with storm water runoff and sedimentation.

GENERAL. *The Clean Water Act and Porter Cologne Water Quality Act prohibit the discharge of any water containing pollutants from certain construction sites unless a National Pollutant Discharge Elimination System permit is first obtained and followed. The National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Storm Water Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the California State Water Resources Control Board (State Water Board) authorizes the discharge of storm water and certain non-storm water from construction sites if certain conditions and measures are taken. The District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit.*

SUBMITTAL. *All submittals shall be made in a form conducive for the District to electronically upload the approved submittals to the Storm water Multi-Application Reporting and Tracking System (SMARTS).*

RISK ASSESSMENT

Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit a proposed “Risk Assessment” as set forth in the Construction Storm Water Permit.

The District’s Qualified SWPPP Designer/Builder (“QSD”) will review the Designer/Builder’s proposed Risk Assessment for compliance with the Construction Storm Water Permit. If changes to the proposed Risk Assessment are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder

Designer/Builder shall make the changes specified by the District’s QSD and shall submit the revised Risk Assessment to the District within seven (7) days of receipt of the changes identified by the District’s QSD. If the changes had been acceptably made, the District’s QSD will approve the Risk Assessment and provide the Contract with a copy within seven (7) days of receipt of the revised Risk Assessment.

SITE MAPS

Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit proposed “Site Maps” as described in Attachment B of the Construction Storm Water Permit.

The District’s QSD will review the Designer/Builder’s proposed Site Maps for compliance with the Construction Storm Water Permit. If changes to the proposed Site Maps are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder

Designer/Builder shall make the changes specified by the District’s QSD and shall submit the revised Site Maps to the District within seven (7) days of receipt of the changes identified by the District’s QSD. If the changes had been acceptably made, the District’s QSD will approve the Site Maps and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

SWPPP

Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit to the District a proposed SWPPP for the Work.

The District’s Qualified SWPPP Designer/Builder (“QSD”) will review the Designer/Builder’s proposed SWPPP for compliance with the Construction Storm Water Permit. If changes to the proposed SWPPP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder

Designer/Builder shall make the changes specified by the District’s QSD and shall submit the revised SWPPP to the District within seven (7) days of receipt of the changes identified by the District’s QSD. If the changes had been acceptably made, the District’s QSD will approve the SWPPP and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

RAIN EVENT ACTION PLAN (REAP)

If Designer/Builder determines that Site is a Risk Level 1, concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit to the District a proposed REAP for the Work.

The District's QSD will review the Designer/Builder's proposed REAP for compliance with the Construction Storm Water Permit. If changes to the proposed REAP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder

Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised REAP to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the REAP and provide the Contract with a copy within seven (7) days of receipt of the revised REAP.

ACTIVE TREATMENT SYSTEM (ATS)

If Designer/Builder determines that Site requires an ATS under the Construction Storm Water Permit, concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall prepare and submit to the District a proposed ATS for the Work.

The District's QSD will review the Designer/Builder's proposed ATS for compliance with the Construction Storm Water Permit. If changes to the proposed ATS are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder

Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised ATS to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the ATS and provide the Contract with a copy within seven (7) days of receipt of the revised ATS.

RECORDS. *All electronic and hardcopy records required by the Construction Storm Water Permit shall be submitted to the District within seven (7) days of Completion of the Project.*

PERMIT REGISTRATION DOCUMENTS. *Prior to any activities on Site that disturb the Site's surface, the Permit Registration Documents (PRDs) required by the Construction Storm Water Permit must be filed with the Regional Water Quality Control Board. The District shall file the PRDs with the Regional Water Quality Control Board to activate coverage under the Construction Storm Water Permit.*

IMPLEMENTATION REQUIREMENTS

Designer/Builder shall not conduct any activities that may affect the Site's construction runoff water quality until the District provides Designer/Builder with the Waste Discharger Identification Number (WDID) assigned to this Project by the State Water Board.

Designer/Builder shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the District for response.

Designer/Builder shall designate in writing to the District a Qualified SWPPP Practitioner (QSP) who shall be responsible for implementing the SWPPP, REAP (if applicable), ATS (if applicable), conducting non-storm water and storm water visual observations, and for ensuring that all best management practices (BMPs) required by the SWPPP and General Permit are properly implemented and maintained.

All measures required by the SWPPP shall be implemented concurrent with the commencement of construction.

Pollution practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.

Designer/Builder shall ensure that all measures are properly maintained and repaired to protect the water quality of discharges.

INSPECTION, SAMPLING, ANALYSIS, AND RECORD KEEPING REQUIREMENTS. *The Designer/Builder's QSP shall conduct all required visual observations, sampling, analysis, reporting, and record keeping required by the SWPPP and the Construction Storm Water Permit.*

REPORTING REQUIREMENTS. *Designer/Builder shall prepare and provide all the reports, which include, but are not limited to the Annual Report and any NEL Violation Reports or NAL Exceedance Reports, all of which are required by the SWPPP and the Construction Storm Water Permit.*

ANNUAL REPORT. *By August 1 of each year (defined as July 1 to June 30) that had at least one continuous three (3) month period coverage under the General Permit, Designer/Builder shall complete and submit to the District an Annual Report, as required by the General Permit. If the Project is complete prior to August 1, Designer/Builder*

shall submit the report prior to acceptance of the Project.

COMPLETION OF WORK

Clean-up shall be performed as each portion of the work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent SWPPP devices shall be in place and maintained in good condition.

At Completion of Work, Designer/Builder shall inspect installed SWPPP devices, and present the currently implemented SWPPP with all backup records to the District.

NOTICE OF TERMINATION (NOT). *A Notice of Termination (NOT) must be submitted by the Designer/Builder to the District for electronic submittal by the Legally Responsible Person via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the Project site that demonstrate final stabilization has been achieved. The NOT shall be submitted to the District on or before the Designer/Builder submits its final application for payment. If the Regional Water Board rejects the NOT for any reason, the Designer/Builder shall revise the NOT as many times as necessary to get the Regional Water Board's approval. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.*

QUALITY ASSURANCE

Before performing any of the obligations indicated herein, the Designer/Builder's QSP shall meet the training and certification requirements in the Construction Storm Water Permit.

Designer/Builder shall perform the Work in strict compliance with the approved SWPPP, REAP, ATS, and the Construction Storm Water Permit.

Designer/Builder shall conduct at least a one-hour training session on the requirements of the SWPPP for each employee before an employee conducts any construction on the Site. Designer/Builder shall maintain documentation of this employee training at the site for review by the District or any regulatory agency.

PERFORMANCE REQUIREMENTS

The Storm Water Pollution Prevention Plan is a minimum requirement. Revisions and modifications to the SWPPP are acceptable only if they maintain levels of protection equal to or greater than originally specified.

Read and be thoroughly familiar with all of the requirements of the SWPPP.

Inspect and monitor all work and storage areas for compliance with the SWPPP prior to any anticipated rain.

Complete any and all corrective measures as may be directed by the regulatory agency.

Penalties: *Designer/Builder shall pay any fees and any penalties that may be imposed by the regulatory agency for non-compliance with SWPPP during the course of Work.*

Costs: *Designer/Builder to pay all costs associated with the implementation of the requirements of the SWPPP in order to maintain compliance with the Permit. This includes installation of all Housekeeping BMPs, General Site and Material Management BMPs, Inspection requirements, maintenance requirements, and all other requirements specified in the SWPPP.*

MATERIALS. *All temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.*

END OF DOCUMENT

MATERIALS AND EQUIPMENT

1. GENERAL

1.1. MATERIAL AND EQUIPMENT

- 1.1.1. Only items approved by the District and/or Construction Manager shall be used.
- 1.1.2. Designer/Builder shall submit lists of Products and other Product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.2. MATERIAL AND EQUIPMENT COLORS

- 1.2.1. The Designer/Builder shall comply with all schedule(s) of colors provided by the District and/or Construction Manager.
- 1.2.2. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- 1.2.3. Designer/Builder shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.3. DELIVERY, STORAGE, AND HANDLING

- 1.3.1. Designer/Builder shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- 1.3.2. Designer/Builder shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- 1.3.3. Designer/Builder shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- 1.3.4. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- 1.3.5. Designer/Builder shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Designer/Builder shall protect material and equipment furnished pursuant to the Contract Documents.
- 1.3.6. Designer/Builder may store materials on Site with prior written approval by the District, all material shall remain under Designer/Builder's control and Designer/Builder shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Designer/Builder shall provide for off-site storage at no cost to District.
- 1.3.7. When any room in Project is used as a shop or storeroom, the Designer/Builder shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

2. PRODUCTS

2.1. MANUFACTURERS

- 2.1.1. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- 2.1.2. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.2. FACILITIES AND EQUIPMENT

Designer/Builder shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work.

2.3. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Designer/Builder shall submit for review data on actual material proposed to be incorporated into Work, listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

3. EXECUTION

3.1. WORKMANSHIP

3.1.1. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

3.1.2. Work shall be executed by tradespersons skilled in their respective field of work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.2. COORDINATION

3.2.1. Designer/Builder shall coordinate installation of materials and equipment so as to not interfere with installation of other work. Adjustment or rework because of Designer/Builder's failure to coordinate will be at no additional cost to District.

3.2.2. Designer/Builder shall examine in-place materials and equipment for readiness, completeness, fitness to be concealed or to receive Work, and compliance with Contract Documents. Concealing or covering work constitutes acceptance of additional cost which will result should in-place materials and equipment be found unsuitable for receiving other work or otherwise deviating from the requirements of the Contract Documents.

3.3. COMPLETENESS

Designer/Builder shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and in accordance with Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.4. APPROVED INSTALLER OR APPLICATOR

Designer/Builder shall ensure that all installations are only performed by a manufacturer's approved installer or applicator.

3.5. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of manufacturer's representative, Designer/Builder shall analyze differences, make recommendations to the District and the Construction Manager in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Construction Manager.

END OF DOCUMENT

DELIVERY, STORAGE AND HANDLING

1. GENERAL

1.1. PRODUCTS

- 1.1.1. Products are as defined in the Contract.
- 1.1.2. Designer/Builder shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- 1.1.3. Designer/Builder shall provide interchangeable components of the same manufacturer, for similar components.

1.2. TRANSPORTATION AND HANDLING

- 1.2.1. Designer/Builder shall transport and handle Products in accordance with manufacturer's instructions.
- 1.2.2. Designer/Builder shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.
- 1.2.3. Designer/Builder shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

1.3. STORAGE AND PROTECTION

- 1.3.1. Designer/Builder shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Designer/Builder shall store sensitive Products in weather-tight, climate controlled enclosures as needed.
- 1.3.2. Designer/Builder shall place fabricated Products that are stored outside, on above-ground sloped supports as needed.
- 1.3.3. Designer/Builder shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection as needed.
- 1.3.4. Designer/Builder shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation as needed.
- 1.3.5. Designer/Builder shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter as needed.
- 1.3.6. Designer/Builder shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage as needed.
- 1.3.7. Designer/Builder shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions as needed.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

1. GENERAL

1.1. CLOSEOUT PROCEDURES

Designer/Builder shall comply with all closeout provisions as indicated in the Contract.

1.2. FINAL CLEANING

- 1.2.1. Designer/Builder shall execute final cleaning prior to final inspection.
- 1.2.2. Delete
- 1.2.3. Designer/Builder shall clean equipment and fixtures to a clean condition as needed.
- 1.2.4. Delete
- 1.2.5. Designer/Builder shall clean debris from roofs, gutters, down spouts, and drainage systems as applicable.
- 1.2.6. Designer/Builder shall clean Site, sweep paved areas, and rake clean landscaped surfaces as needed.
- 1.2.7. Designer/Builder shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.3. ADJUSTING

Designer/Builder shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.4. RECORD DOCUMENTS AND SHOP DRAWINGS

Designer/Builder shall legibly mark each item to record actual construction, including:

- 1.4.1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements, where available.
- 1.4.2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work, where available.
- 1.4.3. Field changes of dimension and detail.
- 1.4.4. Details not on original Contract Drawings.
- 1.4.5. Changes made by modification(s).
- 1.4.6. References to related Shop Drawings and modifications.
- 1.4.7. Designer/Builder will provide one electronic set of Record Drawings to District.
- 1.4.8. Designer/Builder shall submit all required documents to District and/or Construction Manager prior to or with its final Application for Payment.

1.5. INSTRUCTION OF DISTRICT PERSONNEL

- 1.5.1. Before final inspection, at agreed upon times, Designer/Builder shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems as applicable.
- 1.5.2. Designer/Builder shall use operation and maintenance manuals as basis for instruction. Designer/Builder shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance as needed.
- 1.5.3. Designer/Builder shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.6. SPARE PARTS AND MAINTENANCE MATERIALS

- 1.6.1. Designer/Builder shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications, this Contract, and in Manufacturer's recommendations.
- 1.6.2. Designer/Builder shall provide District all required Operation and Maintenance Data at project closeout.

END OF DOCUMENT

FIELD ENGINEERING – (AS REQUIRED FOR THE PROJECT OR EACH SITE)

THE DESIGNER/BUILDER HAS DETERMINED THAT FIELD ENGINEERING WILL NOT BE REQUIRED OR USED ON THE PROJECT. HOWEVER, IF FIELD ENGINEERING BECOMES REQUIRED FOR THE PROJECT, THE DESIGNER/BUILDER SHALL COMPLY WITH THE REQUIREMENTS BELOW.

1. GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Designer/Builder shall provide and pay for field engineering services by a California-registered engineer, required for the Project, including, without limitations:
 - 1.1.1.1. Survey work required in execution of the Project.
 - 1.1.1.2. Civil or other professional engineering services specified, or required to execute Designer/Builder's construction methods.

1.2. QUALIFICATIONS OF SURVEYOR OR ENGINEERS

Designer/Builder shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.3. SURVEY REFERENCE POINTS

- 1.3.1. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- 1.3.2. Designer/Builder shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition, Designer/Builder shall:
 - 1.3.2.1. Make no changes or relocation without prior written notice to District and Construction Manager.
 - 1.3.2.2. Report to District and Construction Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 1.3.2.3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.4. RECORDS

Designer/Builder shall maintain a complete, accurate log of all control and survey work as it progresses.

1.5. SUBMITTALS

- 1.5.1. Designer/Builder shall submit name and address of Surveyor and Professional Engineer to District and Construction Manager prior to its/their work on the Project.
- 1.5.2. On request of District and Construction Manager, Designer/Builder shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- 1.5.3. Designer/Builder shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

2. EXECUTION

2.1. COMPLIANCE WITH LAWS

Designer/Builder is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

2.2. NONCONFORMING WORK

Designer/Builder is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

CUTTING AND PATCHING

1. GENERAL

1.1. CUTTING AND PATCHING, if applicable

- 1.1.1. Designer/Builder shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1.1.1.1. Make several parts fit together properly.
 - 1.1.1.2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 1.1.1.3. Remove and replace defective Work.
 - 1.1.1.4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 1.1.1.5. Remove Samples of installed Work as specified for testing.
 - 1.1.1.6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 1.1.1.7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- 1.1.2. In addition to Contract requirements, upon written instructions from District, Designer/Builder shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- 1.1.3. Designer/Builder shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.
- 1.1.4. Designer/Builder shall not cut and patch operating elements and safety related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1.1.4.1. Primary operational systems and equipment.
 - 1.1.4.2. Air or smoke barriers.
 - 1.1.4.3. Fire-suppression systems.
 - 1.1.4.4. Mechanical systems piping and ducts.
 - 1.1.4.5. Control systems.
 - 1.1.4.6. Communication systems.
 - 1.1.4.7. Conveying systems.
 - 1.1.4.8. Electrical wiring systems.
- 1.1.5. Designer/Builder shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing capacity to perform as intended, or that results in increased maintenance or decreased operational life of safety. Miscellaneous elements include the following:
 - 1.1.5.1. Water, moisture or vapor barriers.
 - 1.1.5.2. Membranes and flashings.
 - 1.1.5.3. Exterior curtain-wall construction.
 - 1.1.5.4. Equipment supports.
 - 1.1.5.5. Piping, ductwork, vessels and equipment.
 - 1.1.5.6. Noise and vibration control elements and systems.
 - 1.1.5.7. Shoring, bracing and sheeting.

1.2. SUBMITTALS

- 1.2.1. If required, Designer/Builder shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration (Request) at least ten (10) days prior to any cutting or alterations that may affect the structural safety of Project, or work of others, including the following:
 - 1.2.1.1. The work of the District or other trades.

- 1.2.1.2. Structural value or integrity of any element of Project.
 - 1.2.1.3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 - 1.2.1.4. Efficiency, operational life, maintenance or safety of operational elements.
 - 1.2.1.5. Visual qualities of sight-exposed elements.
 - 1.2.2. If required, Contractor's Request shall also include:
 - 1.2.2.1. Identification of Project.
 - 1.2.2.2. Description of affected Work.
 - 1.2.2.3. Necessity for cutting, alteration, or excavations.
 - 1.2.2.4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - 1.2.2.5. Description of proposed Work:
 - 1.2.2.5.1. Scope of cutting, patching, alteration, or excavation.
 - 1.2.2.5.2. Trades that will execute Work.
 - 1.2.2.5.3. Products proposed to be used.
 - 1.2.2.5.4. Extent of refinishing to be done.
 - 1.2.2.6. Alternates to cutting and patching.
 - 1.2.2.7. Cost proposal, when applicable.
 - 1.2.2.8. The scheduled date the Designer/Builder intends to perform the Work and the duration of time to complete the Work.
 - 1.2.2.9. Written permission of other trades whose Work will be affected.
- 1.3. QUALITY ASSURANCE**
 - 1.3.1. Designer/Builder shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
 - 1.3.2. Designer/Builder shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.
- 1.4. PAYMENT FOR COSTS**
 - 1.4.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Project Inspector(s), Engineers, and Agents, will be paid by Designer/Builder and/or deducted from the Contract by the District.
 - 1.4.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the Contract. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order.
- 2. PRODUCTS**
 - 2.1. MATERIALS**
 - 2.1.1. Designer/Builder shall provide for replacement and restoration of Work removed. Designer/Builder shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Designer/Builder shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
 - 2.1.2. Materials to be cut and patched include those damaged by the performance of the Work.
- 3. EXECUTION**
 - 3.1. INSPECTION**

- 3.1.1. Designer/Builder shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Designer/Builder shall inspect conditions affecting installation of new products.
- 3.1.2. Designer/Builder shall report unsatisfactory or questionable conditions in writing to District as indicated in the Contract and shall proceed with Work as indicated in the Contract.

3.2. PREPARATION

- 3.2.1. Designer/Builder shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- 3.2.2. Designer/Builder shall provide devices and methods to protect other portions of Project from damage.
- 3.2.3. Designer/Builder shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Designer/Builder shall keep excavations free from water.

3.3. ERECTION, INSTALLATION AND APPLICATION

- 3.3.1. With respect to performance, Designer/Builder shall:
 - 3.3.1.1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - 3.3.1.2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - 3.3.1.3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
 - 3.3.1.4. Designer/Builder shall employ original installer or fabricator to perform cutting and patching for:
 - 3.3.1.5. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - 3.3.1.6. Sight-exposed finished surfaces.
- 3.3.2. Designer/Builder shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- 3.3.3. Designer/Builder shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Designer/Builder shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Designer/Builder shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- 3.3.4. Designer/Builder shall restore Work which has been cut or removed. Designer/Builder shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- 3.3.5. Designer/Builder shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

1. GENERAL

1.1. QUALITY ASSURANCE

- 1.1.1. Designer/Builder shall prepare instructions and data by personnel experienced in maintenance and operation of described products.
- 1.1.2. The provisions in this "Operations and Maintenance Data" document only apply to activities that the Designer/Builder does not perform as the Operator under a separate O&M Contract. Any conflict between this Section and the O&M Contract will be resolved in favor of the O&M Contract.

1.2. FORMAT

- 1.2.1. Designer/Builder shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- 1.2.2. Binders: Designer/Builder shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers. When multiple binders are used, Designer/Builder shall correlate data into related consistent groupings.
- 1.2.3. Cover: Designer/Builder shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- 1.2.4. Designer/Builder shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- 1.2.5. Designer/Builder shall provide tabbed fly leaf for each separate section
- 1.2.6. Text: The content shall include Manufacturer's printed or typewritten data.
- 1.2.7. Drawings: Designer/Builder shall provide; folding larger drawings to size of text pages.

1.3. CONTENTS, EACH VOLUME

- 1.3.1. Table of Contents: Designer/Builder shall provide title of Project; names, addresses, and telephone numbers of any engineers, subconsultants, Subcontractor(s), and Designer/Builder with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.
- 1.3.2. For Each Product or System: Designer/Builder shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- 1.3.3. Product Data: Designer/Builder shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.
- 1.3.4. Drawings: Designer/Builder shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Designer/Builder shall not use Project Record Documents as maintenance drawings.
- 1.3.5. Text: The Designer/Builder shall include any and all information as required to supplement Product data. Designer/Builder shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.4. MANUAL FOR MATERIALS AND FINISHES

- 1.4.1. Building Products, Applied Materials, and Finishes: Where applicable, Designer/Builder shall include Product data, with catalog number, size, composition, and color and texture designations. Designer/Builder shall provide information for re-ordering custom manufactured Products.
- 1.4.2. Instructions for Care and Maintenance: Designer/Builder shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance, as available.
- 1.4.3. Moisture Protection and Weather Exposed Products: Where applicable, Designer/Builder shall include Product data listing applicable reference standards, chemical composition, and details of installation. Designer/Builder shall provide recommendations for inspections, maintenance, and repair.

- 1.4.4. Additional Requirements: Designer/Builder shall include all additional requirements as specified in the Specifications.
- 1.4.5. Designer/Builder shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.5. MANUAL FOR EQUIPMENT AND SYSTEMS

- 1.5.1. Each Item of Equipment and Each System: Where applicable, Designer/Builder shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Designer/Builder shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- 1.5.2. Panelboard Circuit Directories: Where applicable, Designer/Builder shall provide electrical service characteristics, controls, and communications.
- 1.5.3. Where applicable, Designer/Builder shall include color coded wiring diagrams as installed.
- 1.5.4. Operating Procedures: Where applicable, Designer/Builder shall include start-up, break-in, and routine normal operating instructions and sequences. Designer/Builder shall include regulation, control, stopping, shut-down, and emergency instructions. Designer/Builder shall include summer, winter, and any special operating instructions.
- 1.5.5. Maintenance Requirements: Where applicable, Designer/Builder shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- 1.5.6. Where applicable, Designer/Builder shall provide servicing and lubrication schedule, and list of lubricants required.
- 1.5.7. Where applicable, Designer/Builder shall include manufacturer's printed operation and maintenance instructions.
- 1.5.8. Where applicable, Designer/Builder shall include sequence of operation by controls manufacturer.
- 1.5.9. Where applicable, Designer/Builder shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- 1.5.10. Where applicable, Designer/Builder shall provide control diagrams by controls manufacturer as installed.
- 1.5.11. Where applicable, Designer/Builder shall provide Designer/Builder's coordination drawings, with color coded piping diagrams as installed.
- 1.5.12. Where applicable, Designer/Builder shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- 1.5.13. Where applicable, Designer/Builder shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- 1.5.14. Additional Requirements: Designer/Builder shall include all additional requirements as specified in Specification(s).
- 1.5.15. Designer/Builder shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.6. SUBMITTAL

- 1.6.1. Concurrent with the Schedule of Submittals as indicated in the Contract, Designer/Builder shall submit to the District for review one copy of a preliminary draft of proposed formats and outlines of the contents of the Manual.
- 1.6.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Designer/Builder shall submit draft content for that portion of the Manual at project closeout.
- 1.6.3. On or before the Designer/Builder submits its final application for payment, Designer/Builder shall submit two (2) copies of a complete Manual in final form, one physical and one electronic. The District will provide comments to Designer/Builder and Designer/Builder must revise the content of the Manual as required by District prior to District's approval of Designer/Builder's final Application for Payment.

- 1.6.4. Designer/Builder must submit two (2) copies of revised Manual in final form within ten (10) business days after receiving District's comments, notwithstanding any delays in obtaining additional information from third parties: one copy shall be physically delivered to the District in "hardcopy form"; and the other copy shall be submitted to the District by means of the Box file hosting service. Failure to do so will be a basis for the District withholding funds sufficient to protect itself for Designer/Builder's failure to provide a final Manual to the District.

END OF DOCUMENT

WARRANTIES

1. GENERAL

1.1. The provisions in this "Warranties" document only applies to warranties for any part of the Generating Facilities not including the inverter(s) or the solar panels, which are detailed in other areas of the Contract. **ANY CONFLICT BETWEEN THIS SECTION AND THE CONTRACT SHALL BE RESOLVED IN FAVOR THE CONTRACT.**

1.2. FORMAT

- 1.2.1. Binders: Designer/Builder shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers.
- 1.2.2. Cover: Designer/Builder shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- 1.2.3. Table of Contents: Designer/Builder shall provide title of Project; name, address, and telephone number of Designer/Builder and equipment supplier, and name of responsible principal. Designer/Builder shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or work item is specified.
- 1.2.4. Designer/Builder shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Designer/Builder shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.3. PREPARATION

- 1.3.1. Designer/Builder shall obtain warranties, executed by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within thirty (30) days after Project Completion. Except for items put into use with District's permission, Designer/Builder shall leave date of beginning of time of warranty until the date of completion is determined.
- 1.3.2. Designer/Builder shall verify that warranties are in proper form, contain full information, and are notarized, when required.
- 1.3.3. Designer/Builder shall co-execute submittals when required.
- 1.3.4. Designer/Builder shall retain warranties until time specified for submittal.

1.4. TIME OF SUBMITTALS

- 1.4.1. For equipment or component parts of equipment put into service during construction with District's permission, Designer/Builder shall submit a draft warranty for that equipment or component at project closeout.
- 1.4.2. On or before the Designer/Builder submits its final application for payment, Designer/Builder shall submit all warranties and related documents in final form. The District will provide comments to Designer/Builder and Designer/Builder must revise the content of the warranties as required by District prior to District's approval of Designer/Builder's final Application for Payment.
- 1.4.3. For items of Work that are not completed until after the date of Completion, Designer/Builder shall provide an updated warranty for those item(s) of Work within ten (10) business days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

RECORD DOCUMENTS

1. RECORD DRAWINGS

1.1. GENERAL

- 1.1.1. "Record Drawings" may also be referred to in the Contract as "As-Built Drawings."
- 1.1.2. As indicated in the Contract Documents, District will provide Designer/Builder with one set of reproducible plans of the original Contract Drawings.
- 1.1.3. Designer/Builder shall maintain at each Project Site one (1) set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents. The As-Built drawings shall be available at the Project Site. The Designer/Builder shall submit electronic copies at the conclusion of the Project following review of the blueline prints.
- 1.1.4. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- 1.1.5. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Designer/Builder
- 1.1.6. Locations and changes shall be done by Designer/Builder in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

1.2. RECORD DRAWING INFORMATION

- 1.2.1. Designer/Builder shall record the following information:
 - 1.2.1.1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - 1.2.1.2. Actual numbering of each electrical circuit.
 - 1.2.1.3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
 - 1.2.1.4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
 - 1.2.1.5. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
 - 1.2.1.6. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
 - 1.2.1.7. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy, where applicable.
- 1.2.2. In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.
- 1.2.3. Designer/Builder shall provide additional drawings as necessary for clarification.
- 1.2.4. Designer/Builder shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

2. RECORD SPECIFICATIONS

Designer/Builder shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

3. MAINTENANCE OF RECORD DOCUMENTS

- 3.1. Designer/Builder shall store Record Documents digitally.
- 3.2. Designer/Builder shall not use Record Documents for construction purposes.

END OF DOCUMENT

COMMISSIONING

4. GENERAL

4.1. SUMMARY

- 4.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- 4.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- 4.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.
- 4.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

4.2. DESCRIPTION

- 4.2.1. **Designer/Builder Startup:** Sub-phase of Designer/Builder's work ending with Acceptance of Work, during which Designer/Builder performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - 4.2.1.1. The District, Construction Manager and the Inspector shall be reasonably notified, at least 48 hours in advance, and given the opportunity to be present to observe, inspect and identify deficiencies in building systems operations.
- 4.2.2. The completion of startup means the entire Construction Project startup has been performed to the requirements of the Contract Documents and is verified in writing by the District and Construction Manager.

4.3. DEFINITION OF TERMS

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

4.4. COMMISSIONING SCHEDULE

- 4.4.1. Provide schedules for Designer/Builder Start-Up work.
- 4.4.2. Incorporate in overall construction schedule.

4.5. SUBMITTALS

- 4.5.1. Submit Draft and Final Designer/Builder Start-up Template Forms as described in this Document. Submit Draft Report Template for Construction Manager's review and comment prior to Final Submission. Submit Final Report Template not later than twenty weeks before scheduled date of Acceptance of Work.
- 4.5.2. Prepare and submit one copy of report form to be used in preparation of reports for each electrical system that is part of the Generating Facilities.

- 4.5.3. Each System Report shall be submitted including the following:
 - 4.5.3.1. Project Name
 - 4.5.3.2. Name of System
 - 4.5.3.3. Index of report's content
 - 4.5.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.
 - 4.5.3.5. Space to record equipment and operational problems which cannot be corrected with scheduled Designer/Builder Start-Up program and which may delay Acceptance of Work.
 - 4.5.3.6. Manufacturer's equipment start-up reports.
 - 4.5.3.7. Systems' testing, balancing, and adjusting reports.
 - 4.5.3.8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

4.6. COMMISSIONING DUTIES AND RESPONSIBILITIES

- 4.6.1. Designer/Builder Duties and Responsibilities:
 - 4.6.1.1. Assure the participation and cooperation of Subcontractors and Suppliers under their jurisdictions as required to complete the commissioning process.
 - 4.6.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
 - 4.6.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.
 - 4.6.1.4. Provide qualified representatives for the functional performance commissioning process.
 - 4.6.1.5. Assure that all subcontractors, suppliers, test and balance, controls, etc. include in their respective contracts cost necessary to participate in and complete the commissioning process.
- 4.6.2. **Duties and Responsibilities of Others for Commissioning:** The commissioning process requires the active participation of the Construction Manager, District, and any other related consultants on the project.

4.7. SYSTEM FAILURES

After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Designer/Builder shall reimburse the District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

END OF DOCUMENT

Exhibit J

EDUCATIONAL SERVICES

SERVICES PROVIDED

From the Contract Effective Date through December 2023, ENGIE Services U.S. will provide the following educational services at Mountain View Whisman School District. If the District's distance learning or virtual learning impacts the ability to provide these services, the Parties agree to cooperate to provide these same services in a virtual or distance method, at the District's reasonable discretion.

I. Educational Services Provided

ENGIE Services U.S. will provide the following:

STEAM Literacy Support: ENGIE will provide a library of grade appropriate STEAM books for grades K-5. Books will include fiction, nonfiction, read aloud/picture books, etc. to engage students in science through reading. Books topics may include electricity, renewable energy, natural resources, climate change, sustainability, creative thinking, problem solving, engineering, computer science, etc.

- A library set of at least twenty (20) books
- Provide this set of books for each of nine (9) elementary sites

Summer School Program Support: ENGIE will partner with MVWSD to develop a summer school program featuring hands-on STEAM activities. The district can offer this program as a stand-alone one-week science program, or use it to supplement existing programming for a longer summer school engagement. Program elements can also be offered virtually with reduced activity hours.

- Fifteen (15) hours of activities for grades 1-2
 - Materials kits for 2 classes of 25 students each
- Fifteen (15) hours of activities for grades 3-4
 - Materials kits for two (2) classes of 25 students each
- Fifteen (15) hours of activities for grade 5
 - Materials kit for one (1) class of 25 students

STEAM Lab Support: ENGIE will support the STEAM teachers and labs at the nine (9) elementary sites with developmentally appropriate solar lessons as follows. Some activities can also be adapted to be offered virtually by District:

- One (1) solar energy lesson/set of hands on activities for grades K-1
 - Nine (9) related materials kits with enough consumable materials for 250 students
- One (1) solar energy lesson/set of hands on activities for grades 2-3
 - Nine (9) related materials kits with enough consumable materials for 250 students
- One (1) solar energy lesson/ set of hands on activities for grades 4-5
 - Nine (9) related materials kits with enough consumable materials for 250 students

Professional Development: Sessions are designed to enable program facilitators to set up and deliver the activities developed for these programs. Sessions are customized to the goals of the District. Sessions can also be offered virtually, accompanied by electronic resources.

- One (1) session of four (4) hours in length to review the three (3) STEAM Lab solar lessons for up to twenty (20) teachers
- Two (2) sessions of up to six (6) hours in length to review summer school activities for up to ten (10) teachers



MVWSD Solar PV Project

25-Yr Savings Analysis Summary

10/15/2020

Metric	Units	Value
Project Details		
Total System Size	kWp (DC Nameplate)	1,589
Modeled Production	kWh, Year-1	2,535,893
Yield	kWh/kWp	1,596
25-yr Savings Analysis		
Project Capital Cost		
Base Capital Cost	\$	\$8,864,616
5% Contingency Cost	\$	\$443,000
Soft Costs	\$	\$316,000
Total Year-0 PV Purchase Cost	\$	\$9,623,616
Savings		
Gross Lifetime Savings, Nominal	\$	\$11,968,000
Net Lifetime Savings, Nominal	\$	\$2,344,000
Net Lifetime NPV Savings (2.0% DR)	\$	-\$433,000
Project IRR	%	1.64%
Simple Payback	Years	20.5

Operating Cost Assumptions

Metric	Units	Value
Discount Rate	%	2.0%
O&M, PeGu Escalator	%	3.00%
Inverter Replacement Cost (Sinking Fund)	\$/W	\$0.11
Inverter Replacement Escalator	%	-1%
Inverter Replacement Interval	Years	12

Other Key Assumptions

NEM 2.0 Export Energy Rate	Full retail rate, minus non-bypassable charges, for 20 years.
Annual Utility Inflation Rate	3%
Annual Utility Tariff Risk Factor	-0.10%, loss in value of PV energy due to utility rate structure changes.
Time-of-Use Grandfathering Loss (2028)	-7%, loss in value due to loss of TOU grandfathering on 1/1/2028.
NEM 2.0 Loss (2040)	-15%, loss in value of PV energy after NEM 2.0 expires in 20 years.
Net Present Value (NPV) Discount Rate	2%

Project Dev Soft Cost Assumptions	% of Build Cost	Cap Cost Equiv.
Contingency	5%	\$443,000
Sage Fees	2%	\$150,000
Legal and Administration Fees	0.6%	\$50,000
Testing and Inspection Fees	1%	\$100,000
Interconnection Fees	0.18%	\$16,000
Total	9%	\$759,000

Note

Net lifetime savings are inclusive of all costs incurred during the 25-year lifetime of the solar project, including project development soft costs listed below, O&M and PeGu costs, other annual operational expenses such as system insurance and performance management, end of lifetime system decommissioning fund, and a inverter replacement fund. The Net Lifetime Savings numbers also consider annual changes to value of generated PV energy due to changing tariff structures, NEM grandfathering and Time-of-Use (TOU grandfathering).

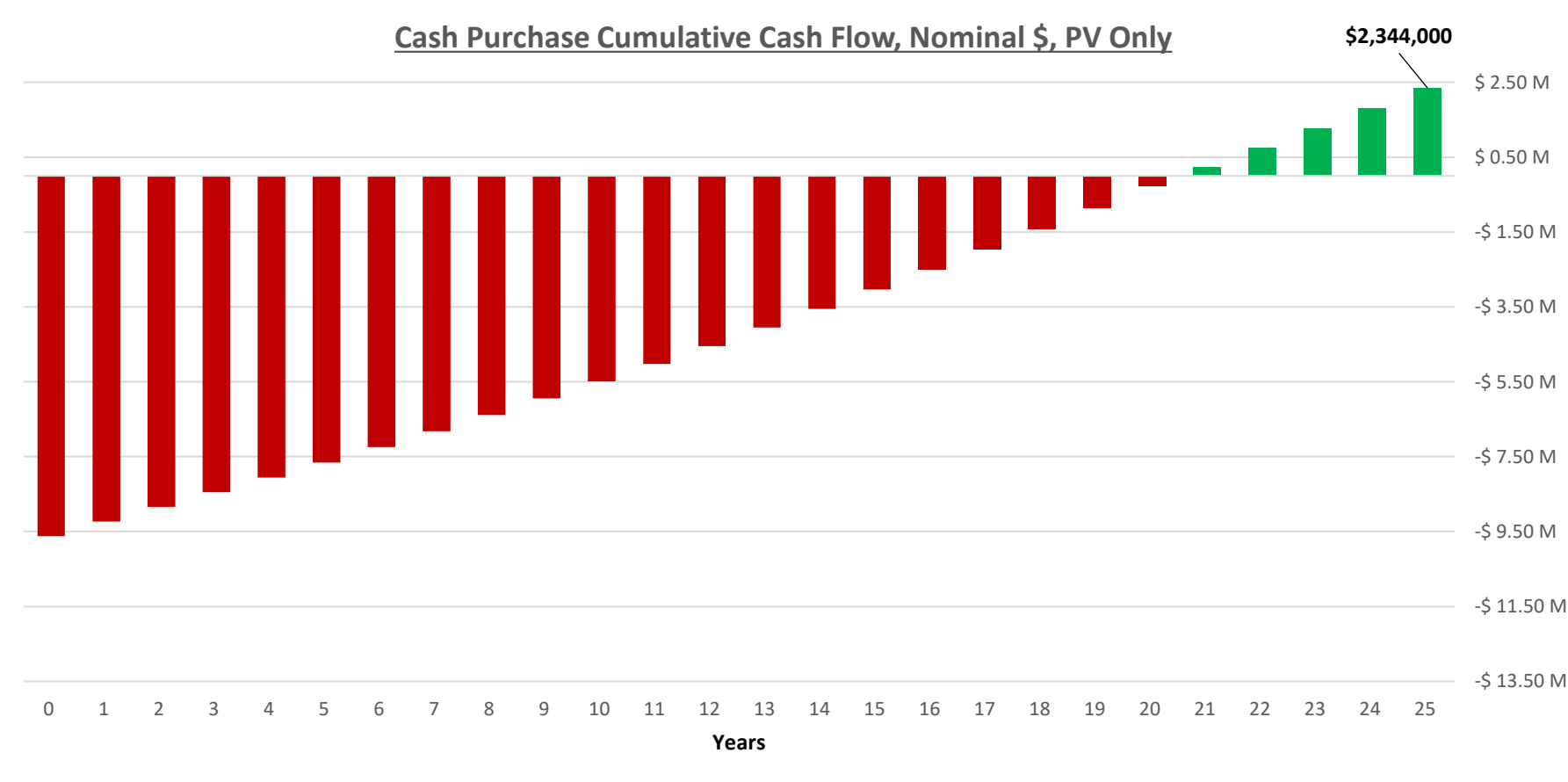


MVWSD Solar PV Project

25-Yr Savings Analysis Summary

10/15/2020

Year	Annual Estimated Utility Cost w/o PV	Utility Energy Cost w/PV	PV O&M, PeGu	Inverter Replacement	Decommissioning	Net Annual Savings	Cumulative Project Cash Flow
0						(\$9,624,000)	(\$9,624,000)
1	\$680,354	\$210,769	\$59,736	\$13,113	\$7,709	\$389,000	(\$9,235,000)
2	\$700,765	\$227,990	\$61,528	\$13,113	\$7,709	\$390,000	(\$8,845,000)
3	\$721,788	\$245,937	\$63,374	\$13,113	\$7,709	\$392,000	(\$8,453,000)
4	\$743,442	\$260,306	\$65,275	\$13,113	\$7,709	\$397,000	(\$8,056,000)
5	\$765,745	\$275,246	\$67,233	\$13,113	\$7,709	\$402,000	(\$7,654,000)
6	\$788,717	\$286,239	\$69,250	\$13,113	\$7,709	\$412,000	(\$7,242,000)
7	\$812,379	\$297,628	\$71,328	\$13,113	\$7,709	\$423,000	(\$6,819,000)
8	\$836,750	\$309,425	\$73,468	\$13,113	\$7,709	\$433,000	(\$6,386,000)
9	\$861,852	\$321,645	\$75,672	\$13,113	\$7,709	\$444,000	(\$5,942,000)
10	\$887,708	\$334,300	\$77,942	\$13,113	\$7,709	\$455,000	(\$5,487,000)
11	\$914,339	\$347,408	\$80,280	\$13,113	\$7,709	\$466,000	(\$5,021,000)
12	\$941,769	\$360,981	\$82,689	\$13,113	\$7,709	\$477,000	(\$4,544,000)
13	\$970,023	\$375,038	\$85,169	\$11,623	\$7,709	\$490,000	(\$4,054,000)
14	\$999,123	\$389,592	\$87,724	\$11,623	\$7,709	\$502,000	(\$3,552,000)
15	\$1,029,097	\$404,662	\$90,356	\$11,623	\$7,709	\$515,000	(\$3,037,000)
16	\$1,059,970	\$420,265	\$93,067	\$11,623	\$7,709	\$527,000	(\$2,510,000)
17	\$1,091,769	\$436,418	\$95,859	\$11,623	\$7,709	\$540,000	(\$1,970,000)
18	\$1,124,522	\$453,140	\$98,735	\$11,623	\$7,709	\$553,000	(\$1,417,000)
19	\$1,158,258	\$470,451	\$101,697	\$11,623	\$7,709	\$567,000	(\$850,000)
20	\$1,193,005	\$488,369	\$104,747	\$11,623	\$7,709	\$581,000	(\$269,000)
21	\$1,228,796	\$603,798	\$107,890	\$11,623	\$7,709	\$498,000	\$229,000
22	\$1,265,659	\$625,302	\$111,127	\$11,623	\$7,709	\$510,000	\$739,000
23	\$1,303,629	\$647,532	\$114,460	\$11,623	\$7,709	\$522,000	\$1,261,000
24	\$1,342,738	\$670,511	\$117,894	\$11,623	\$7,709	\$535,000	\$1,796,000
25	\$1,383,020	\$694,265	\$121,431	\$11,623	\$7,709	\$548,000	\$2,344,000
Totals	\$24,805,217	\$10,157,218	\$2,177,931	\$308,451	\$192,735	\$2,344,000	



Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: iReady Diagnostic 1 Update (60 minutes)

Estimated Time:

Person Responsible:

Swati Dagar

Interim Director of Curriculum, Instruction and Assessment

Background:

Staff will provide an overview of the results of iReady Diagnostic 1. iReady is the computer adaptive assessment platform that the District uses to monitor student progress in English Language Arts and Mathematics.

Fiscal Implication:

None

Recommended Action:

None

ATTACHMENTS:

Description	Type	Upload Date
iReady Presentation	Cover Memo	10/15/2020



Mountain View
Whisman
School District

i-Ready Diagnostic 1 Update

October 2020



Alignment to Strategic Plan 2021

Strategic Plan

- **Goal 1:** Every student will be prepared for high school and 21st Century citizenship.
- **Goal 2:** Achievement gaps will be eliminated for all student groups in all areas.

Board Goal 2

- Ensure that all students make at least one year's academic growth in one year's time and that students who are performing below grade level string together multiple years of achieving substantially more than one year's growth in one year's time.



Mountain View
Whisman
School District

i-Ready at MVWSD

How do we use i-Ready?

i-Ready is a standards based, adaptive online program that helps

- Understand student's strengths and focus areas
- Design instructional support for students in Reading and Math - small groups, personalized path, RTI groups
- Get most accurate student instructional level
- Monitor student growth through the year
- Build student ownership by providing students access to their personalized instructional growth

i-Ready Virtual Assessment

- First virtual test administration for our K-8 students
- Virtual Assessment Protocol developed
- How-To videos and presentations
- Securly - online management of student devices
- Communication with families on how they can support their child and access reports
- Hide Assessment feature used
- Teachers-Instructional Coaches-Site Administrators-District Administrators collaborated for supporting virtual test administration



Mountain View
Whisman
School District

i-Ready Diagnostic 1 Reports

i-Ready Diagnostic 1 Assessment Completion Rates

Reading

August 2019: 95%

August 2020: 96%

Math

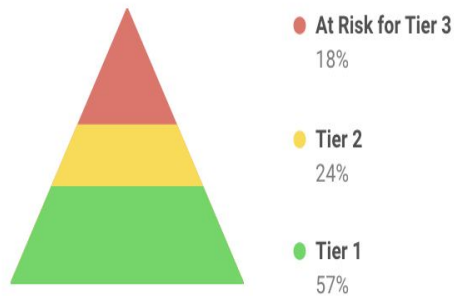
August 2019: 94%

August 2020: 97%

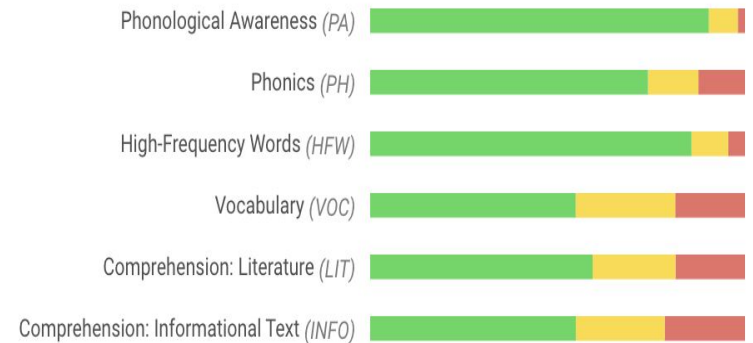
District Overview - Reading

Students Assessed/Total: 4,627/4,795

Overall Placement



Placement By Domain



Tier 1: On or above grade level

Tier 2: One grade level below

Tier 3: Two or more grade levels below

School Overview - Reading

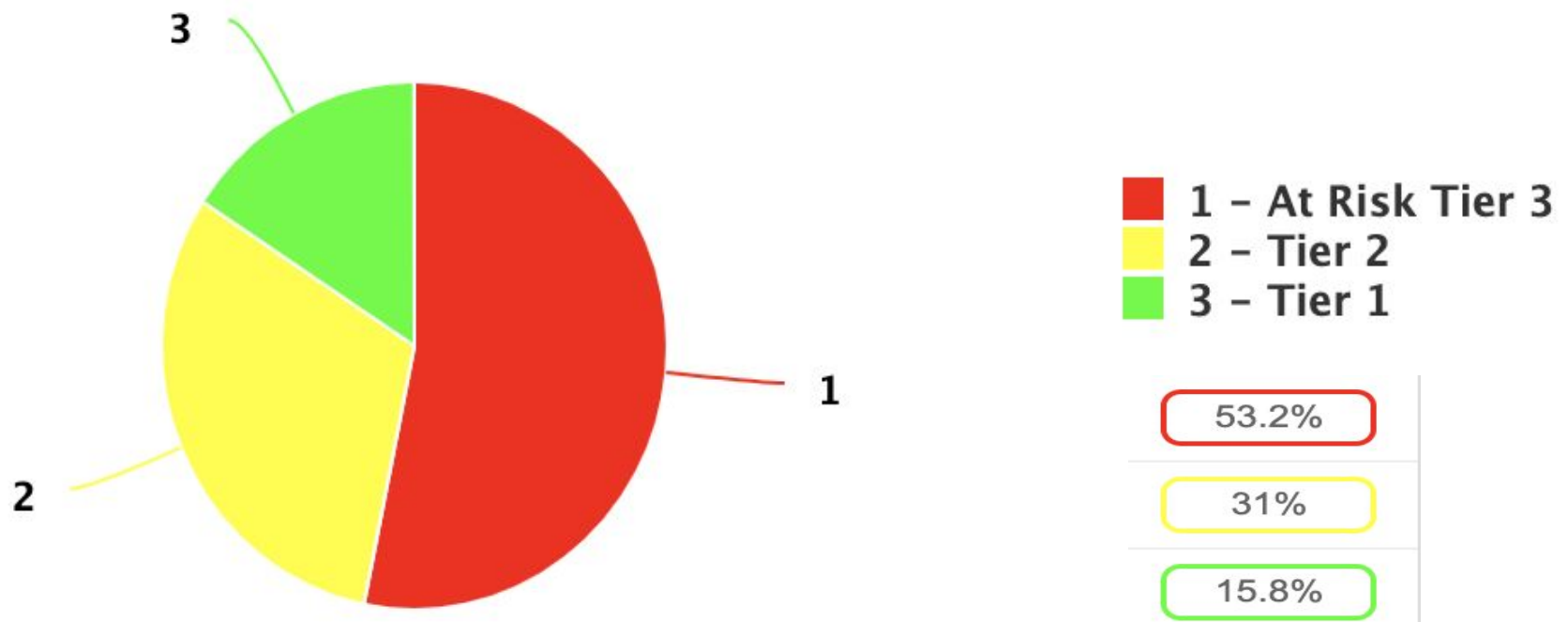
School		Overall Grade-Level Placement			Students Assessed/Total
BENJAMIN BUBB ELEM SCHOOL		67%	23%	10%	384/389
CRITTENDEN MIDDLE SCHOOL		53%	18%	30%	576/600
EDITH LANDELS ELEM SCHOOL		60%	29%	11%	417/431
FRANK L HUFF ELEMENTARY SCHOOL		75%	19%	6%	479/485
GABRIELA MISTRAL ELEM SCHOOL		52%	31%	17%	357/361
GRAHAM MIDDLE SCHOOL		55%	15%	30%	834/860
JOSE ANTONIO VARGAS ELEMENTARY		63%	27%	10%	331/333
MARIANO CASTRO ELEM SCHOOL		18%	37%	45%	300/307
MONTA LOMA ELEMENTARY SCHOOL		52%	35%	13%	271/293
STEVENSON ELEM SCHOOL		76%	19%	5%	426/429
THEUERKAUF ELEMENTARY SCHOOL		48%	39%	12%	252/307

Grade Level Overview - Reading

Grade		Overall Grade-Level Placement	Students Assessed/Total
Grade K	<div><div></div></div>	78% 22%	514/581
Grade 1	<div><div></div></div>	45% 50% 5%	540/547
Grade 2	<div><div></div></div>	55% 30% 15%	560/577
Grade 3	<div><div></div></div>	65% 16% 19%	531/540
Grade 4	<div><div></div></div>	56% 27% 18%	544/554
Grade 5	<div><div></div></div>	57% 21% 22%	528/534
Grade 6	<div><div></div></div>	53% 18% 29%	482/494
Grade 7	<div><div></div></div>	53% 17% 30%	440/456
Grade 8	<div><div></div></div>	56% 13% 31%	488/512

District Overview- Reading- English Language Learners

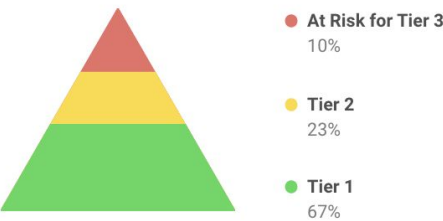
By Performance Levels Chart



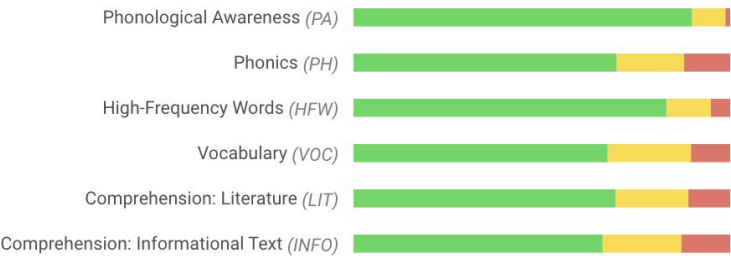
Bubb Elementary - By Grade Level: Reading

Students Assessed/Total: 384/389

Overall Placement



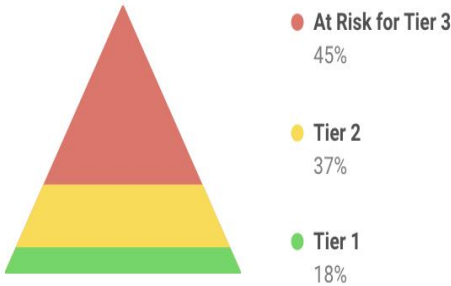
Placement By Domain



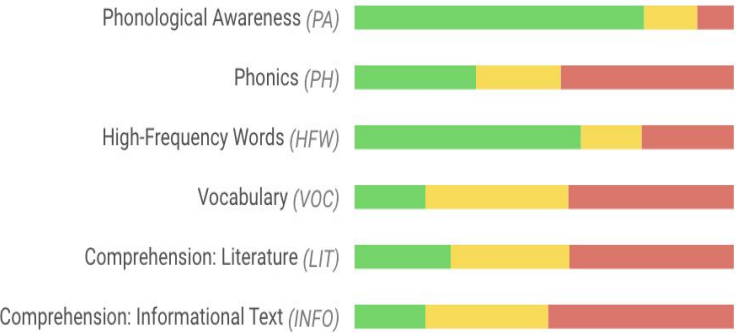
Grade K	<div><div></div><div></div><div></div></div> <div>85%15%</div> <div>54/55</div>
Grade 1	<div><div></div><div></div><div></div></div> <div>45%55%</div> <div>51/52</div>
Grade 2	<div><div></div><div></div><div></div></div> <div>65%26%8%</div> <div>72/72</div>
Grade 3	<div><div></div><div></div><div></div></div> <div>72%13%14%</div> <div>69/70</div>
Grade 4	<div><div></div><div></div><div></div></div> <div>68%16%15%</div> <div>73/75</div>
Grade 5	<div><div></div><div></div><div></div></div> <div>63%20%17%</div> <div>65/65</div>

Castro Elementary - By Grade Level - Reading

Overall Placement



Placement By Domain

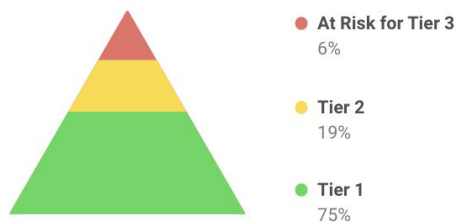


Grade K	<div><div>47%</div><div>53%</div></div>	43/43
Grade 1	<div><div>9%</div><div>56%</div><div>36%</div></div>	45/46
Grade 2	<div><div>16%</div><div>33%</div><div>51%</div></div>	45/48
Grade 3	<div><div>16%</div><div>26%</div><div>58%</div></div>	50/50
Grade 4	<div><div>18%</div><div>29%</div><div>54%</div></div>	56/56
Grade 5	<div><div>9%</div><div>31%</div><div>59%</div></div>	64/64

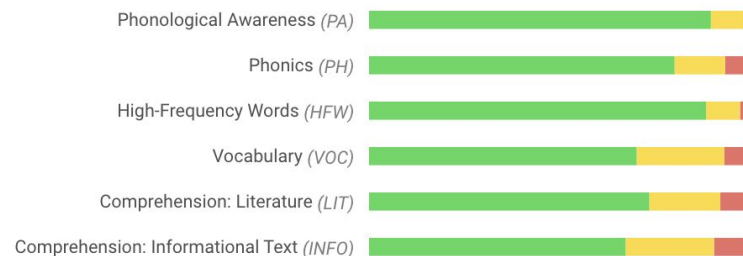
Huff Elementary - By Grade Level - Reading

Students Assessed/Total: 479/485

Overall Placement



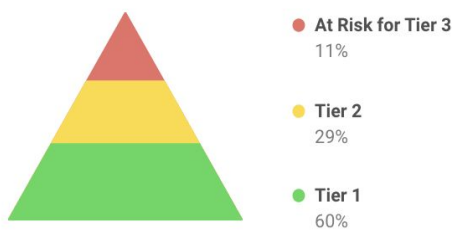
Placement By Domain



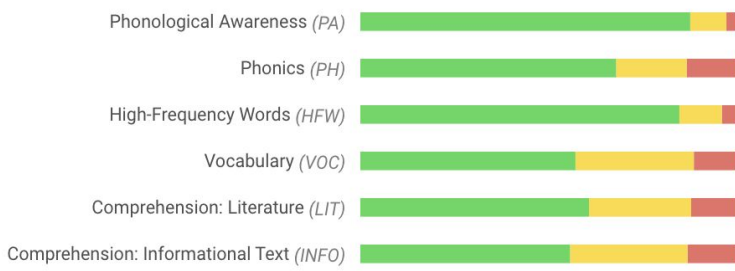
Grade	Tier 1 (%)	Tier 2 (%)	At Risk for Tier 3 (%)	Score
Grade K	85%	15%	0%	62/64
Grade 1	60%	38%	2%	87/88
Grade 2	79%	18%	3%	76/78
Grade 3	78%	8%	15%	89/89
Grade 4	78%	18%	4%	76/76
Grade 5	72%	17%	11%	89/90

Landels Elementary - By Grade Level - Reading

Overall Placement



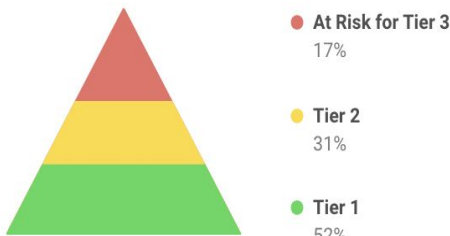
Placement By Domain



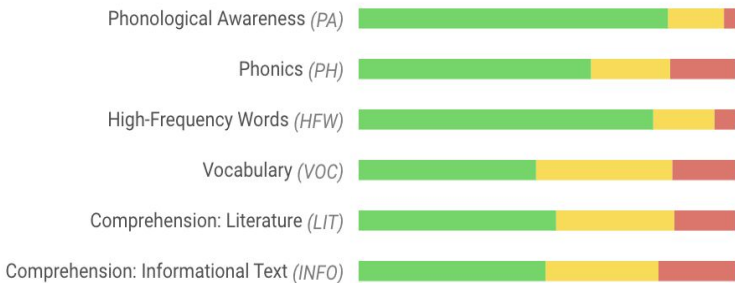
Grade K	<div><div></div><div></div><div></div></div> <div>79%21%</div> <div>68/72</div>
Grade 1	<div><div></div><div></div><div></div></div> <div>50%49%1%</div> <div>70/70</div>
Grade 2	<div><div></div><div></div><div></div></div> <div>50%38%12%</div> <div>68/69</div>
Grade 3	<div><div></div><div></div><div></div></div> <div>73%17%11%</div> <div>66/68</div>
Grade 4	<div><div></div><div></div><div></div></div> <div>52%32%16%</div> <div>87/91</div>
Grade 5	<div><div></div><div></div><div></div></div> <div>59%17%24%</div> <div>58/59</div>

Mistral Elementary - By Grade Level - Reading

Overall Placement



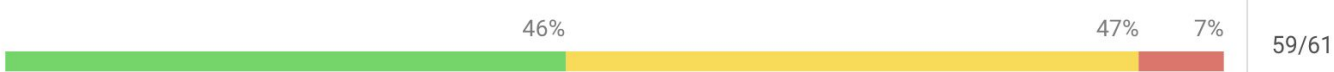
Placement By Domain



Grade K



Grade 1



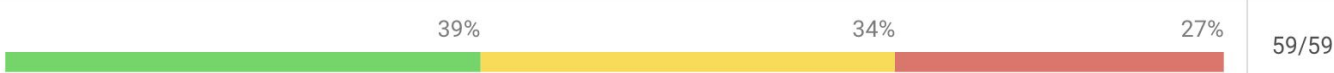
Grade 2



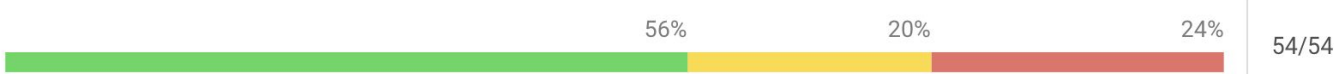
Grade 3



Grade 4

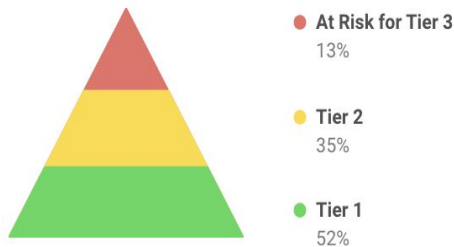


Grade 5

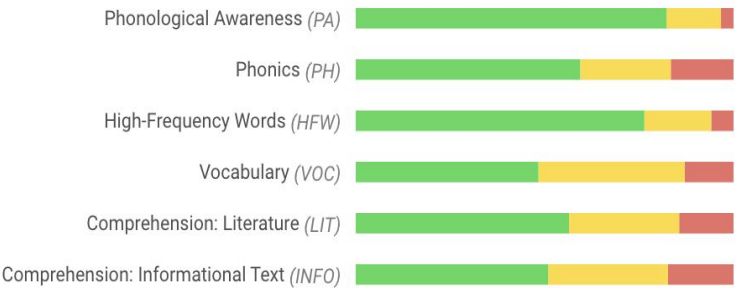


Monta Loma Elementary - By Grade Level - Reading

Overall Placement



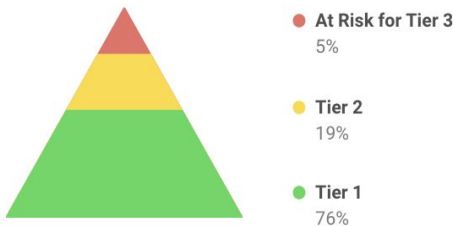
Placement By Domain



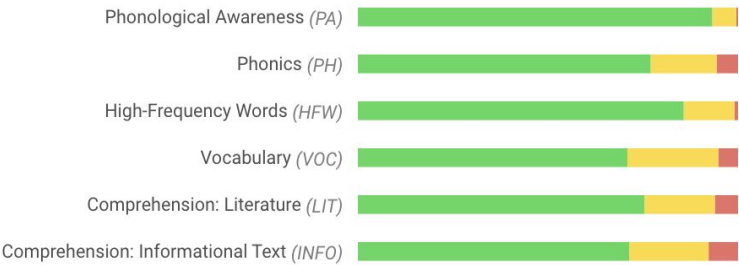
Grade K	<div><div>62%</div><div>38%</div></div>	42/43
Grade 1	<div><div>38%</div><div>60%</div><div>2%</div></div>	47/49
Grade 2	<div><div>36%</div><div>36%</div><div>28%</div></div>	47/57
Grade 3	<div><div>73%</div><div>17%</div><div>10%</div></div>	48/52
Grade 4	<div><div>53%</div><div>33%</div><div>13%</div></div>	45/47
Grade 5	<div><div>52%</div><div>26%</div><div>21%</div></div>	42/45

Stevenson Elementary - By Grade Level - Reading

Overall Placement



Placement By Domain

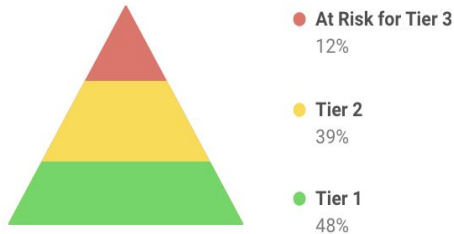


Grade K	<div><div></div><div></div><div></div></div> <div>91%9%</div> <div>64/65</div>
Grade 1	<div><div></div><div></div><div></div></div> <div>51%49%</div> <div>68/68</div>
Grade 2	<div><div></div><div></div><div></div></div> <div>73%23%4%</div> <div>91/92</div>
Grade 3	<div><div></div><div></div><div></div></div> <div>81%10%9%</div> <div>70/70</div>
Grade 4	<div><div></div><div></div><div></div></div> <div>84%10%6%</div> <div>68/68</div>
Grade 5	<div><div></div><div></div><div></div></div> <div>77%14%9%</div> <div>65/66</div>

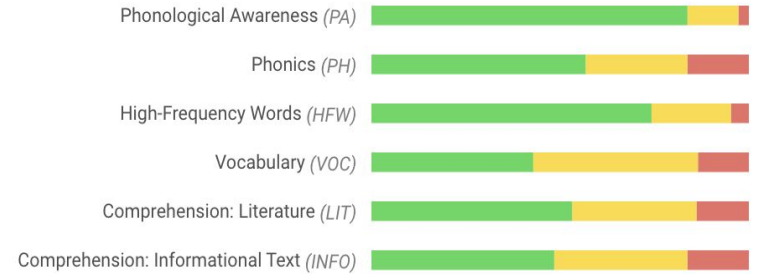
Theuerkauf Elementary - By Grade Level

- Reading

Overall Placement



Placement By Domain



Grade K



Grade 1



Grade 2



Grade 3



Grade 4

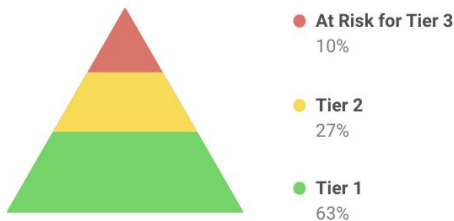


Grade 5

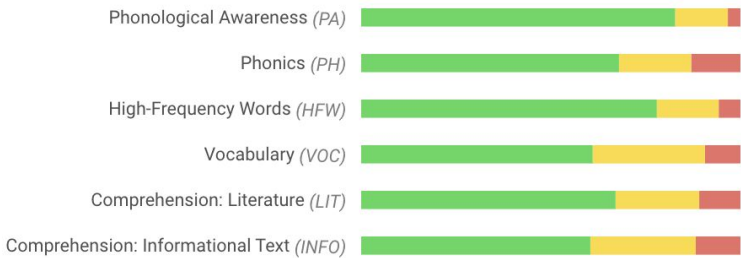


Vargas Elementary - By Grade Level - Reading

Overall Placement



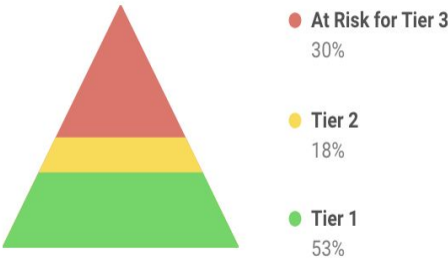
Placement By Domain



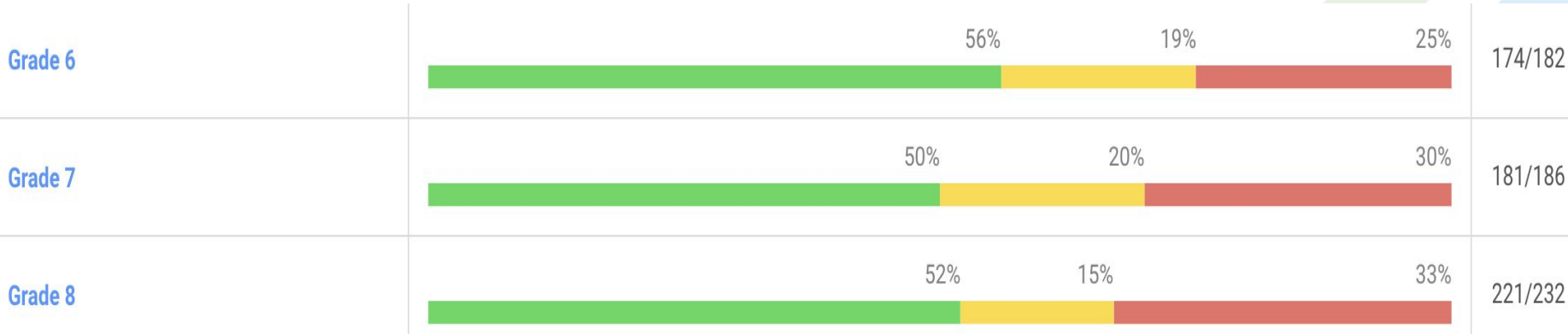
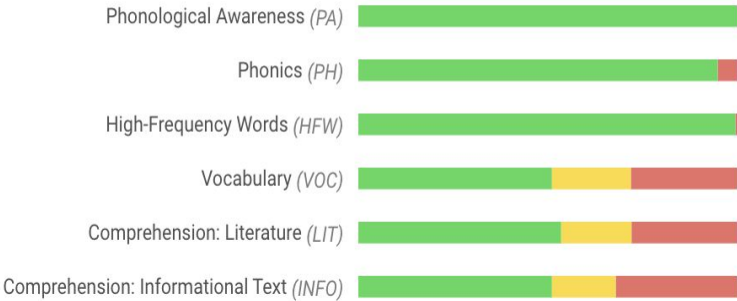
Grade K	<div><div></div><div></div><div></div></div> <div>81%19%</div> <div>63/63</div>
Grade 1	<div><div></div><div></div><div></div></div> <div>45%52%3%</div> <div>64/64</div>
Grade 2	<div><div></div><div></div><div></div></div> <div>55%29%16%</div> <div>56/56</div>
Grade 3	<div><div></div><div></div><div></div></div> <div>67%17%17%</div> <div>54/54</div>
Grade 4	<div><div></div><div></div><div></div></div> <div>55%34%11%</div> <div>38/40</div>
Grade 5	<div><div></div><div></div><div></div></div> <div>70%14%16%</div> <div>56/56</div>

Crittenden - By Grade Level - Reading

Overall Placement

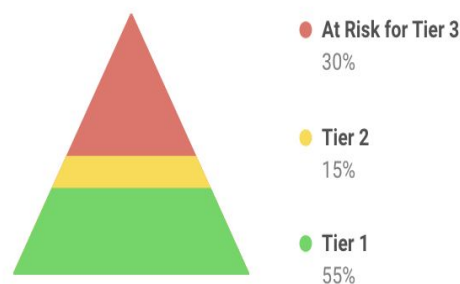


Placement By Domain

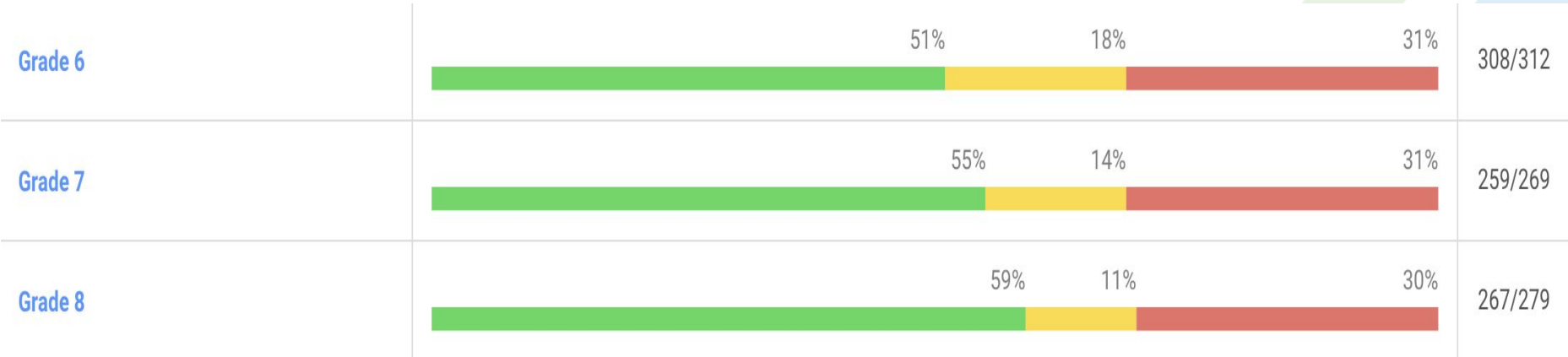
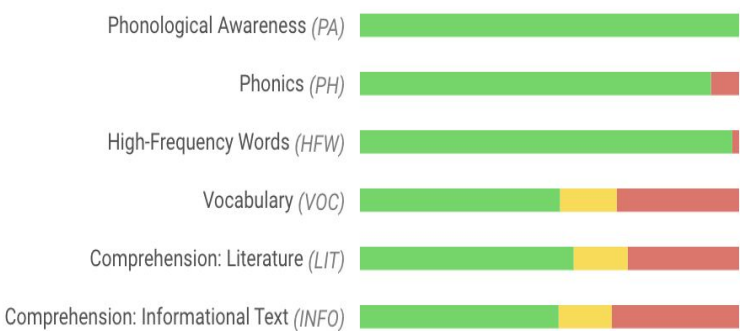


Graham - By Grade Level - Reading

Overall Placement



Placement By Domain

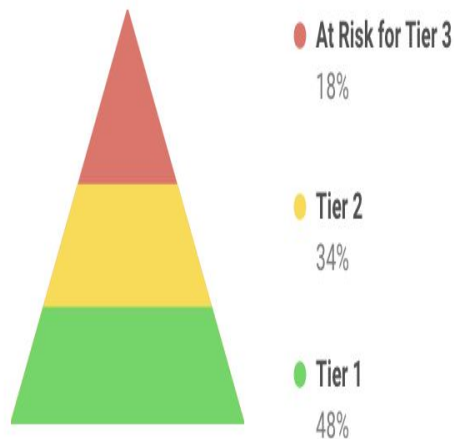


Baseline Data Trends - Reading

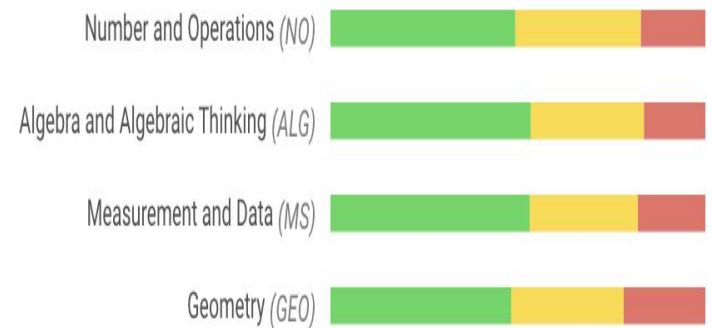
- 57% of students on or above grade level as compared to 48% on baseline data last year
- 18% of students are 2 or more grade levels below as compared to 22% on baseline data last year
- 3rd grade has the highest percentage of students on or above grade level
- 1st grade had lowest percentage of students on or above grade level ~ continued focus on building reading foundational skills
- Comprehension and Vocabulary continue to be an area of focus

District Overview - Math

Overall Placement



Placement By Domain



Tier 1: On or above grade level
Tier 2: One grade level below
Tier 3: Two or more grade levels below

School Overview - Math

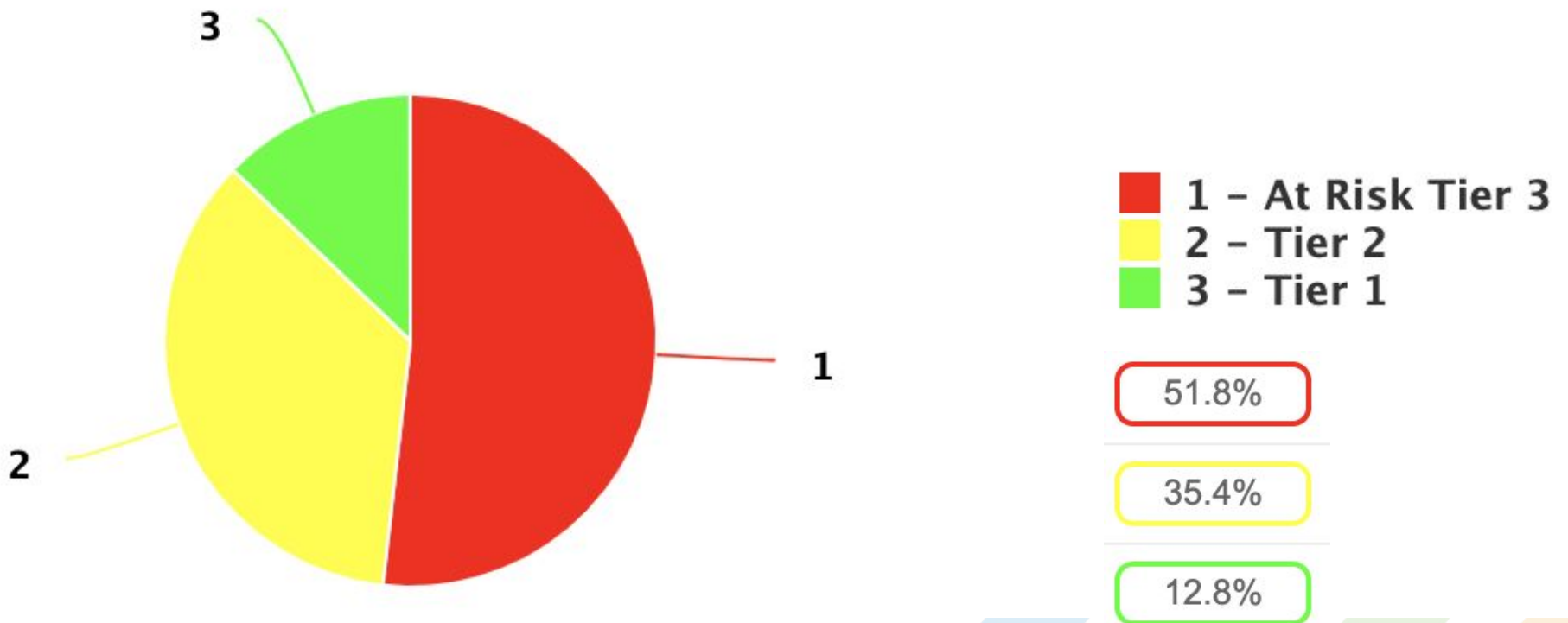
School		Overall Grade-Level Placement			Students Assessed/Total
BENJAMIN BUBB ELEM SCHOOL		57%	32%	11%	384/389
CRITTENDEN MIDDLE SCHOOL		47%	28%	25%	582/600
EDITH LANDELS ELEM SCHOOL		46%	40%	14%	417/431
FRANK L HUFF ELEMENTARY SCHOOL		67%	29%	4%	482/485
GABRIELA MISTRAL ELEM SCHOOL		36%	44%	19%	360/361
GRAHAM MIDDLE SCHOOL		52%	22%	25%	844/860
JOSE ANTONIO VARGAS ELEMENTARY		51%	38%	11%	328/333
MARIANO CASTRO ELEM SCHOOL		10%	39%	51%	303/307
MONTA LOMA ELEMENTARY SCHOOL		35%	47%	17%	271/293
STEVENSON ELEM SCHOOL		65%	31%	4%	420/429
THEUERKAUF ELEMENTARY SCHOOL		35%	49%	16%	251/307

Grade Level Overview - Math

Grade ^ v		Overall Grade-Level Placement	Students Assessed/Total
Grade K	<div><div></div></div>	68% 32%	510/581
Grade 1	<div><div></div></div>	42% 48% 10%	542/547
Grade 2	<div><div></div></div>	40% 45% 15%	561/577
Grade 3	<div><div></div></div>	42% 39% 19%	531/540
Grade 4	<div><div></div></div>	45% 32% 23%	544/554
Grade 5	<div><div></div></div>	48% 29% 23%	528/534
Grade 6	<div><div></div></div>	55% 24% 21%	487/494
Grade 7	<div><div></div></div>	47% 27% 25%	444/456
Grade 8	<div><div></div></div>	48% 22% 29%	495/512

District Overview - Math - English Language Learners

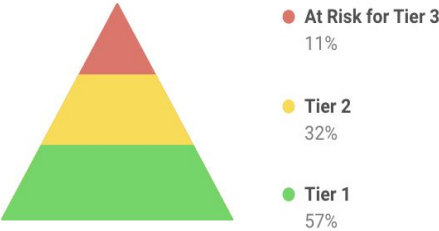
By Performance Levels Chart



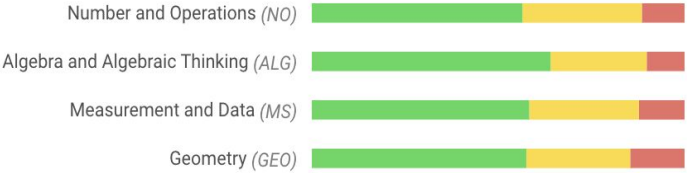
Bubb Elementary - By Grade Level: Math

Students Assessed/Total: 384/389

Overall Placement



Placement By Domain

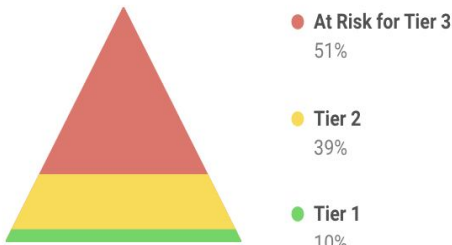


Grade	Tier 1 (%)	Tier 2 (%)	At Risk for Tier 3 (%)	Students Assessed/Total
Grade K	72%	28%	0%	54/55
Grade 1	49%	45%	6%	51/52
Grade 2	50%	39%	11%	72/72
Grade 3	58%	28%	14%	69/70
Grade 4	55%	30%	15%	73/75
Grade 5	57%	26%	17%	65/65

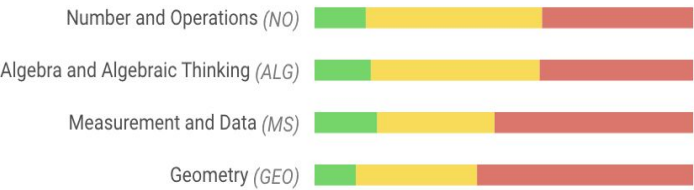
Castro Elementary - By Grade Level - Math

Students Assessed/Total: 303/307

Overall Placement



Placement By Domain

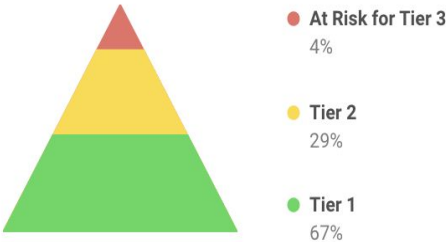


Grade K	41%	59%	39/43
Grade 1	9%	46%	46/46
Grade 2	2%	50%	48/48
Grade 3	4%	28%	50/50
Grade 4	5%	34%	56/56
Grade 5	8%	27%	64/64

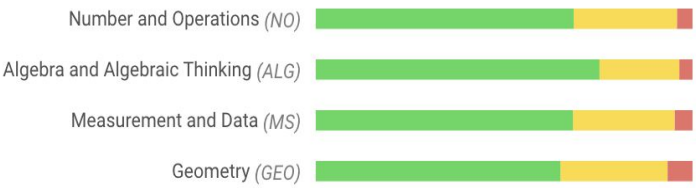
Huff Elementary - By Grade Level - Math

Students Assessed/Total: 482/485

Overall Placement



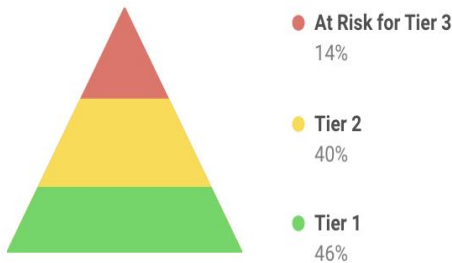
Placement By Domain



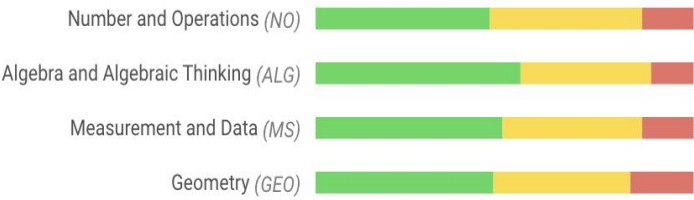
Grade K	81% 19%	62/64
Grade 1	57% 40% 3%	88/88
Grade 2	64% 31% 5%	77/78
Grade 3	55% 38% 7%	89/89
Grade 4	82% 17% 1%	76/76
Grade 5	69% 26% 6%	90/90

Landels Elementary - By Grade Level - Math

Overall Placement



Placement By Domain

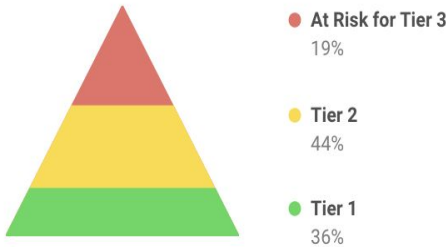


Grade K	<div><div>63%</div><div>37%</div></div>	68/72
Grade 1	<div><div>46%</div><div>49%</div><div>6%</div></div>	70/70
Grade 2	<div><div>38%</div><div>50%</div><div>12%</div></div>	68/69
Grade 3	<div><div>44%</div><div>44%</div><div>12%</div></div>	66/68
Grade 4	<div><div>39%</div><div>37%</div><div>24%</div></div>	87/91
Grade 5	<div><div>48%</div><div>24%</div><div>28%</div></div>	58/59

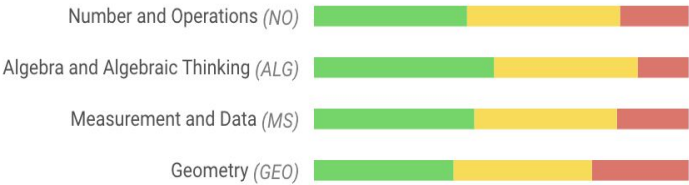
Mistral Elementary - By Grade Level - Math

Students Assessed/Total: 360/361

Overall Placement



Placement By Domain

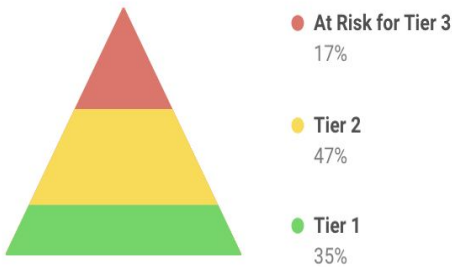


Grade K	<div><div></div><div></div><div></div></div>	65/65
Grade 1	<div><div>33%</div><div>52%</div><div>15%</div></div>	61/61
Grade 2	<div><div>27%</div><div>56%</div><div>17%</div></div>	64/64
Grade 3	<div><div>32%</div><div>39%</div><div>30%</div></div>	57/58
Grade 4	<div><div>25%</div><div>46%</div><div>29%</div></div>	59/59
Grade 5	<div><div>41%</div><div>30%</div><div>30%</div></div>	54/54

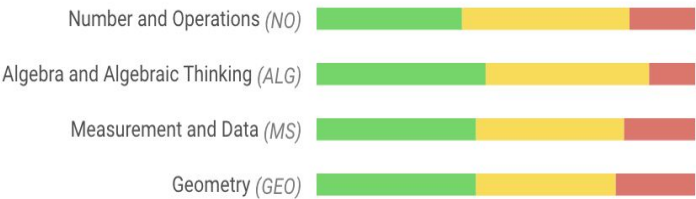
Monta Loma Elementary - By Grade Level - Math

Students Assessed/Total: 271/293

Overall Placement



Placement By Domain

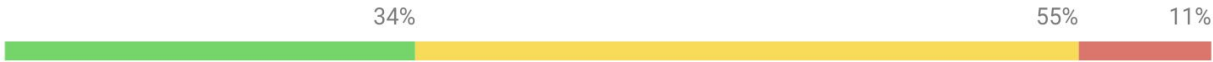


Grade K



42/43

Grade 1



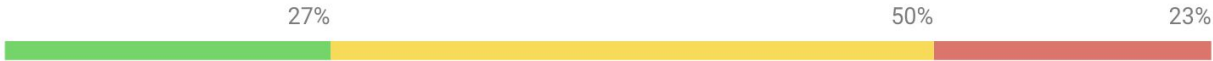
47/49

Grade 2



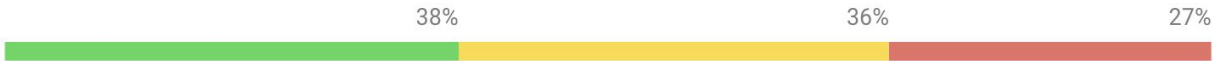
47/57

Grade 3



48/52

Grade 4



45/47

Grade 5

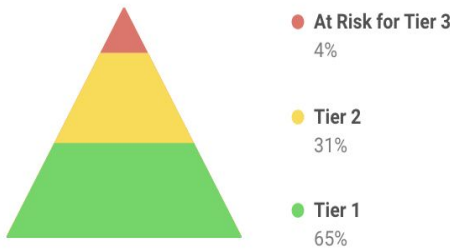


42/45

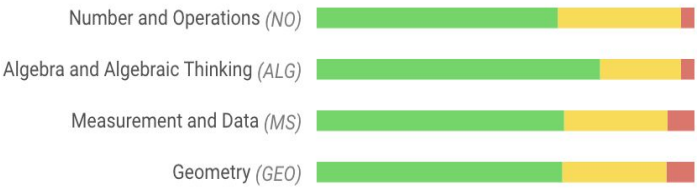
Stevenson Elementary - By Grade Level - Math

Students Assessed/Total: 420/429

Overall Placement



Placement By Domain

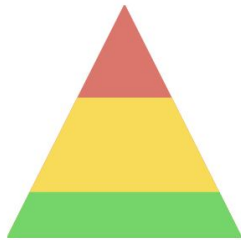


Grade K	<div><div></div><div></div></div> <div>85%15%</div> <div>62/65</div>
Grade 1	<div><div></div><div></div><div></div></div> <div>53%44%3%</div> <div>68/68</div>
Grade 2	<div><div></div><div></div><div></div></div> <div>61%38%1%</div> <div>88/92</div>
Grade 3	<div><div></div><div></div><div></div></div> <div>54%40%6%</div> <div>70/70</div>
Grade 4	<div><div></div><div></div><div></div></div> <div>71%21%9%</div> <div>68/68</div>
Grade 5	<div><div></div><div></div><div></div></div> <div>69%25%6%</div> <div>64/66</div>

Theuerkauf Elementary - By Grade Level - Math

Students Assessed/Total: 251/307

Overall Placement

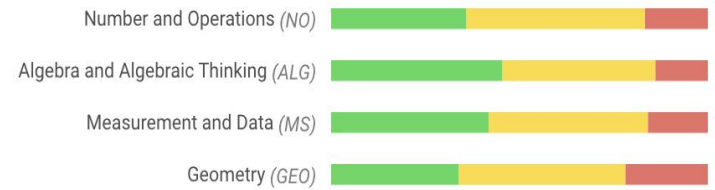


● At Risk for Tier 3
16%

● Tier 2
49%

● Tier 1
35%

Placement By Domain

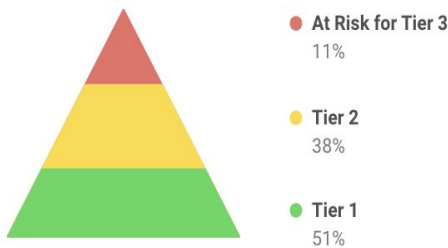


Grade	Tier 1	Tier 2	At Risk for Tier 3	Students Assessed/Total
Grade K	64%	36%		55/111
Grade 1	33%	61%	6%	49/49
Grade 2	22%	54%	24%	41/41
Grade 3	28%	59%	14%	29/29
Grade 4	24%	38%	38%	42/42
Grade 5	29%	49%	23%	35/35

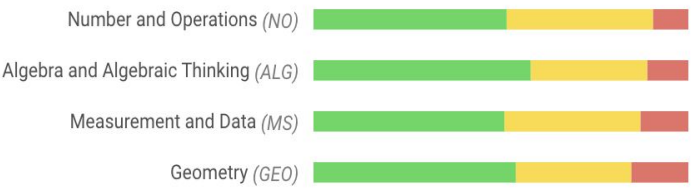
Vargas Elementary - By Grade Level - Math

Students Assessed/Total: 328/333

Overall Placement



Placement By Domain

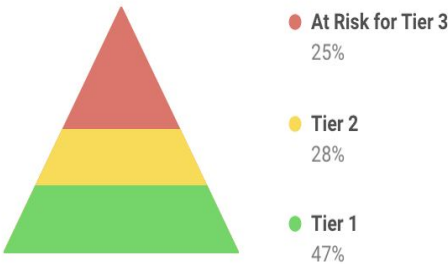


Grade K	<div><div></div><div></div><div></div></div> <div>75%25%</div> <div>63/63</div>
Grade 1	<div><div></div><div></div><div></div></div> <div>44%50%6%</div> <div>62/64</div>
Grade 2	<div><div></div><div></div><div></div></div> <div>39%46%14%</div> <div>56/56</div>
Grade 3	<div><div></div><div></div><div></div></div> <div>49%36%15%</div> <div>53/54</div>
Grade 4	<div><div></div><div></div><div></div></div> <div>42%42%16%</div> <div>38/40</div>
Grade 5	<div><div></div><div></div><div></div></div> <div>52%30%18%</div> <div>56/56</div>

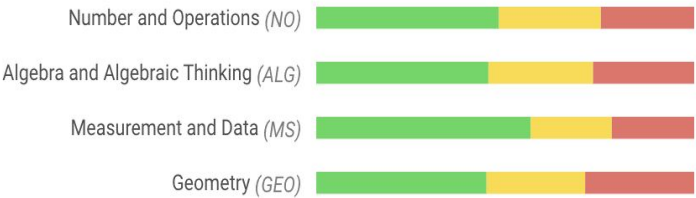
Crittenden - By Grade Level - Math

Students Assessed/Total: 582/600

Overall Placement



Placement By Domain

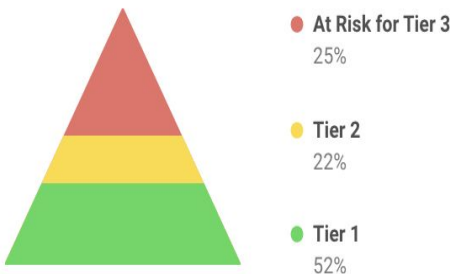


Grade 6	53%	28%	19%	178/182
Grade 7	45%	32%	23%	182/186
Grade 8	44%	26%	30%	222/232

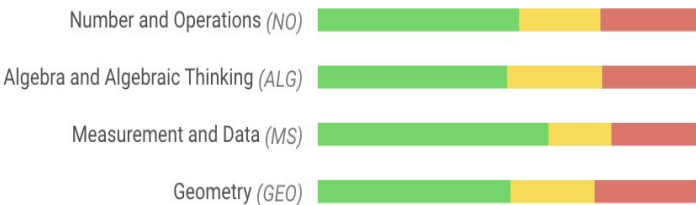
Graham - By Grade Level - Math

Students Assessed/Total: 844/860

Overall Placement



Placement By Domain



Grade 6	56%	22%	21%	309/312
Grade 7	48%	24%	27%	262/269
Grade 8	52%	20%	29%	273/279

Baseline Data Trends- Math

- 48% of students on or above grade level as compared to 42% on baseline data last year
- 18% of our students are 2 or more grade levels below as compared to 19% on baseline data last year
- All Math domains show an almost even proficiency distribution
- Kindergarten has most students on or above grade level - 68% districtwide
- 2nd grade has least students on grade level- 40% districtwide



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Performance Analysis- Learning Loss

District Placement as compared to the National Benchmark - Reading

Placement Distribution, Fall 19-20 to Fall 20-21



Mid On-Grade or Above

Students who have met the minimum requirements for the expectations of college- and career-ready standards in their grade level.

Early On-Grade

Students who have only partially met these grade-level expectations.

1 Grade Below

Students placed one year below grade level.

2 Grades Below

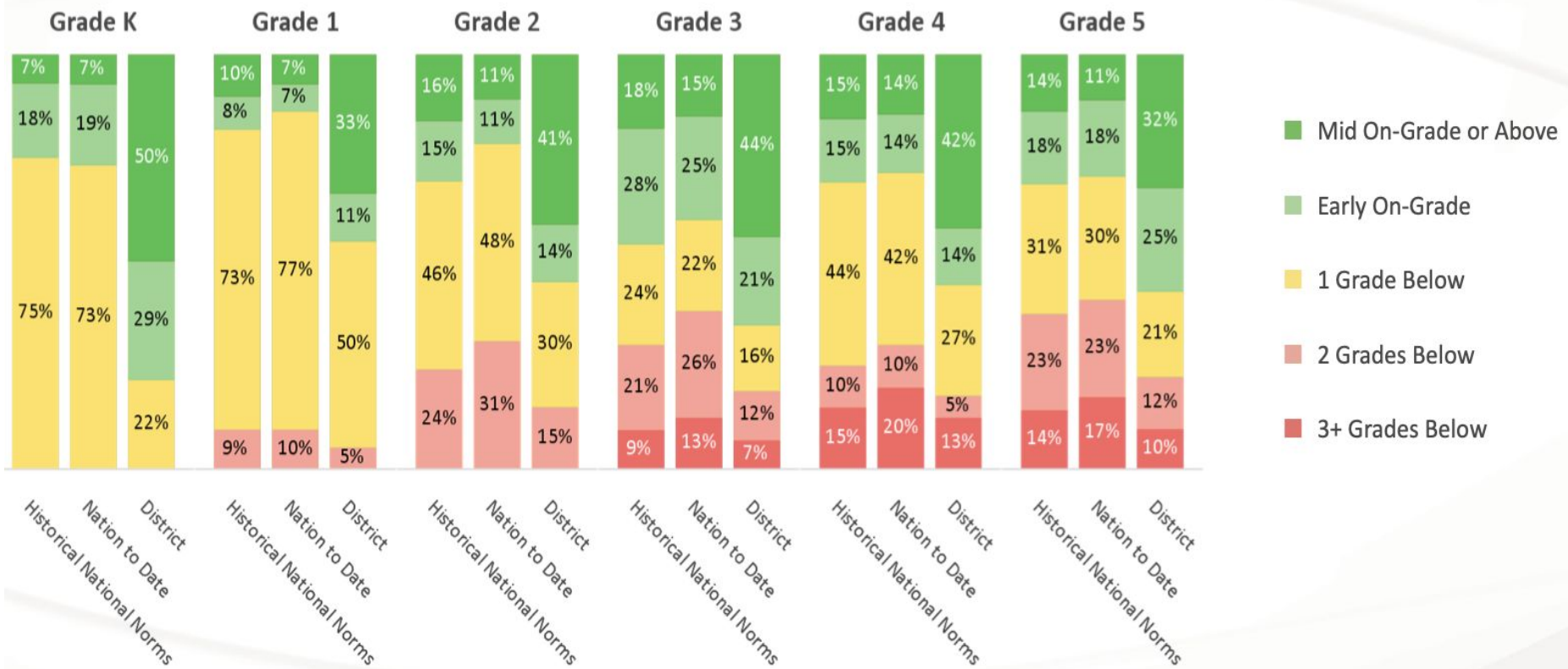
Students placed two years below grade level.

3+ Grades Below

Students placed three or more years below grade level.

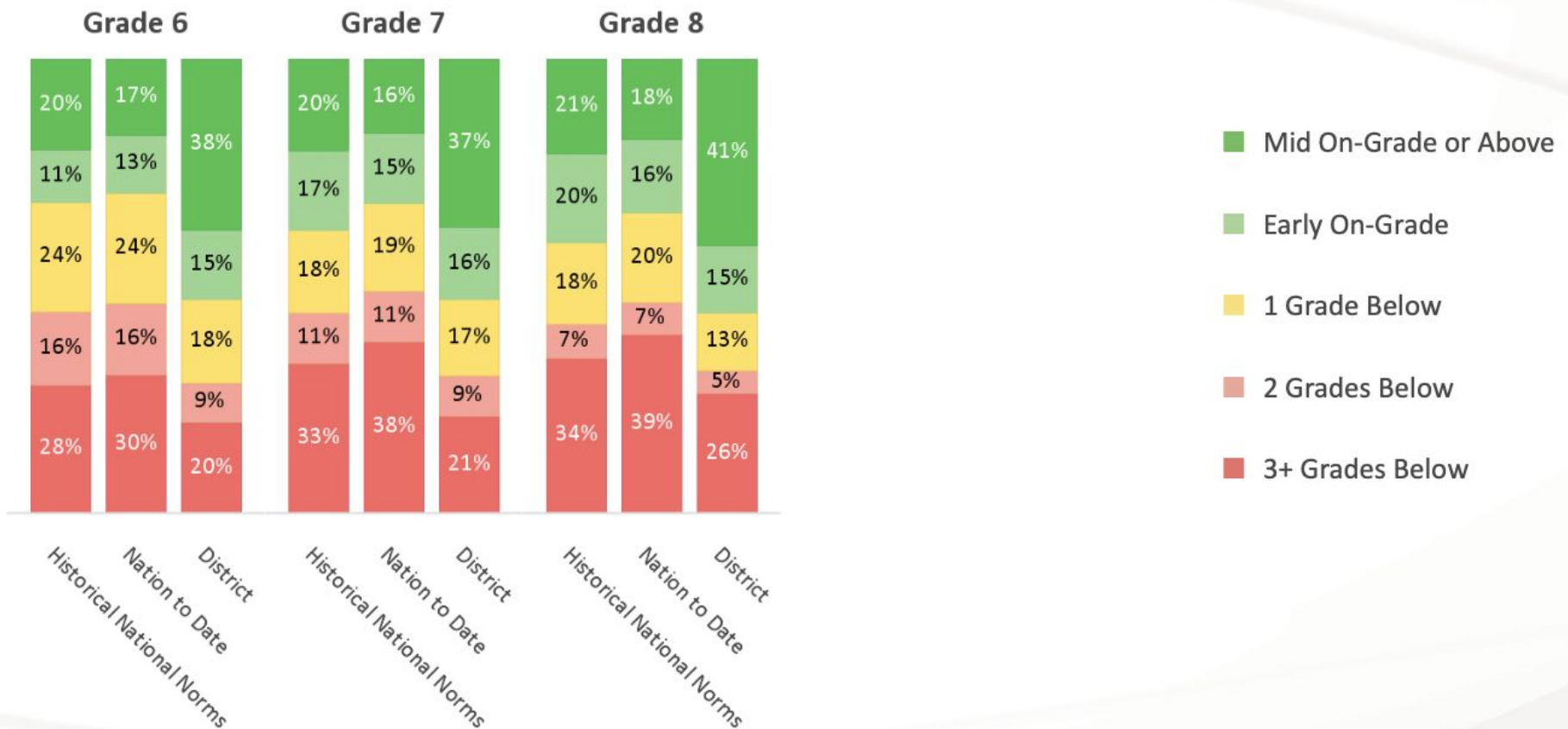
Grade Level Placement as Compared to National Benchmarks - Reading

Fall Placement Distribution, by Grade



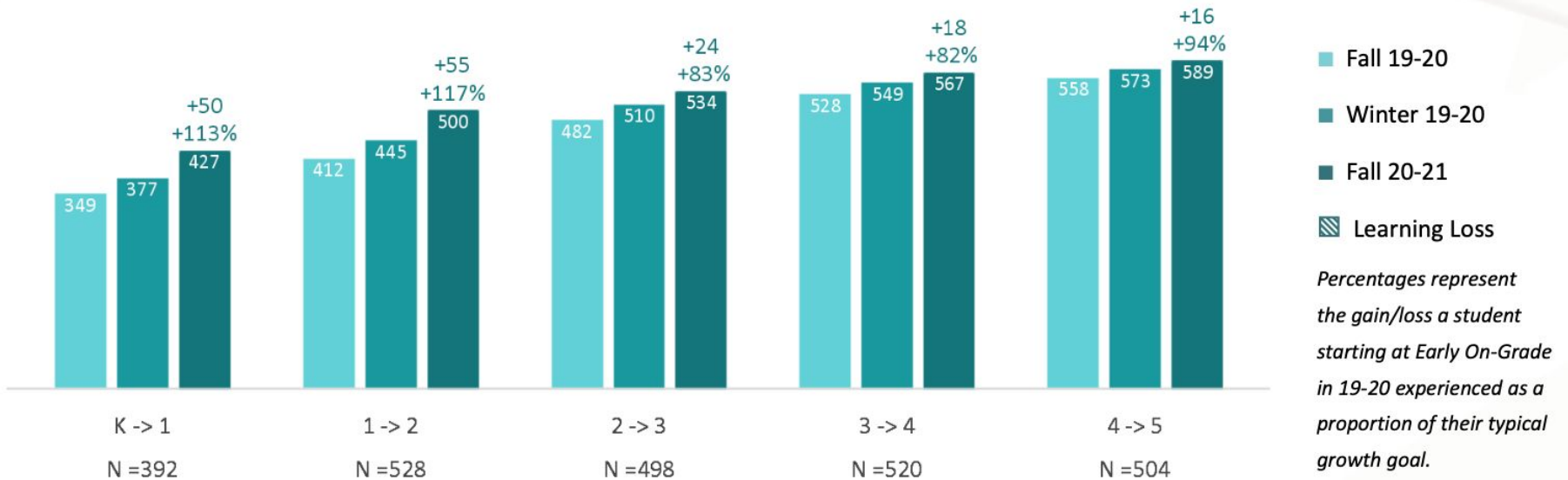
Grade Level Placement as Compared to National Benchmarks - Reading

Fall Placement Distribution, by Grade



Gain or Loss from Winter to Fall - Reading

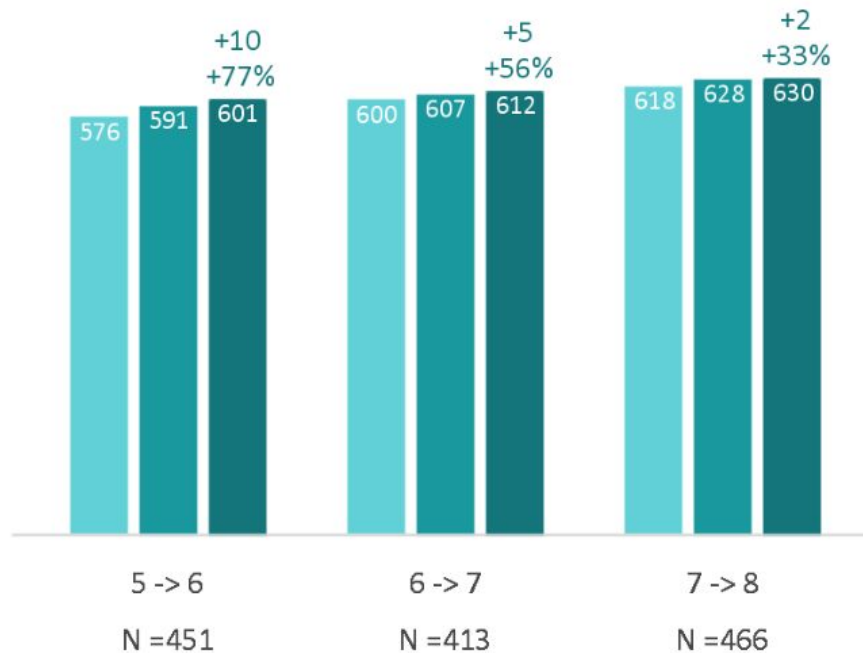
Median Scores (Fall, Winter, Fall) and Change Expressed in % Typical Growth



Grade (Fall 20-21)	K -> 1	1 -> 2	2 -> 3	3 -> 4	4 -> 5
District Gain/Loss, Winter 19-20 to Fall 20-21	+50	+55	+24	+18	+16
Historical National Gain/Loss Based on 18-19 Norms	+32	+36	+13	+11	+10

Gain or Loss from Winter to Fall - Reading

Median Scores (Fall, Winter, Fall) and Change Expressed in % Typical Growth



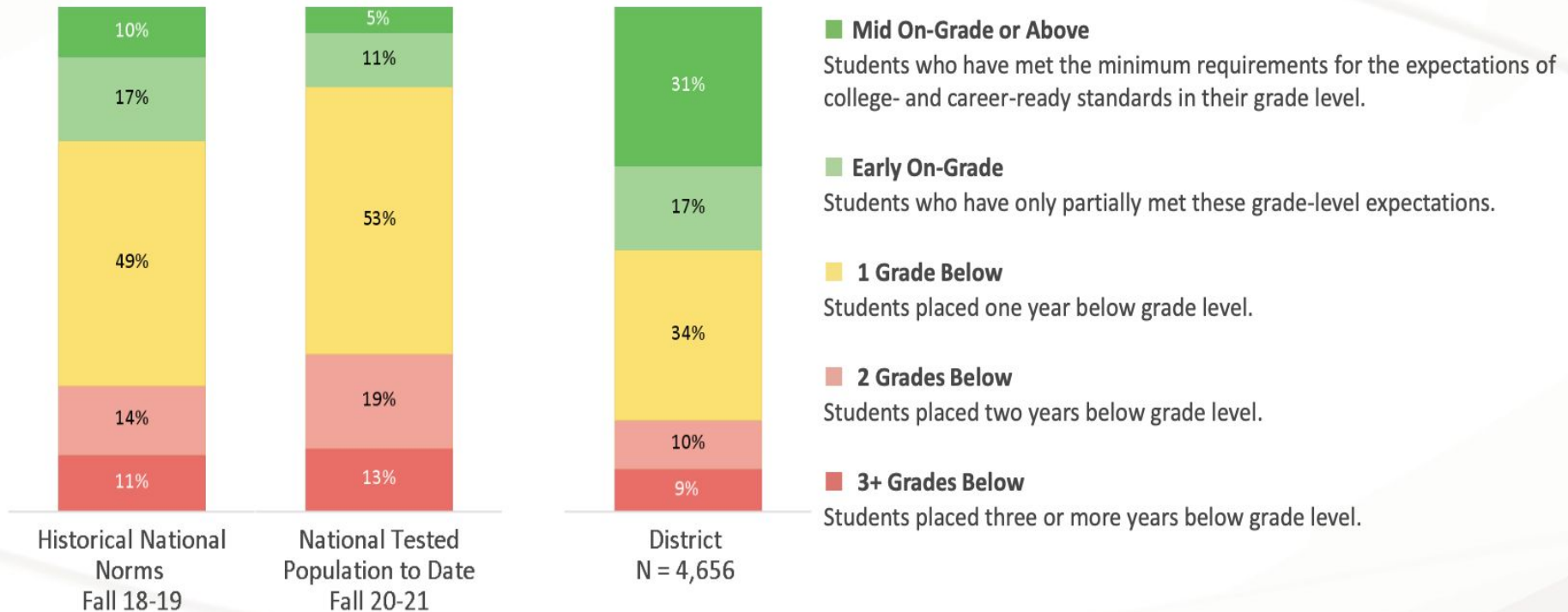
- Fall 19-20
- Winter 19-20
- Fall 20-21
- Learning Loss

Percentages represent the gain/loss a student starting at Early On-Grade in 19-20 experienced as a proportion of their typical growth goal.

Grade (Fall 20-21)	5 -> 6	6 -> 7	7 -> 8
District Gain/Loss, Winter 19-20 to Fall 20-21	+10	+5	+2
Historical National Gain/Loss Based on 18-19 Norms	+3	+8	+5

District Placement as Compared to National Benchmarks - Math

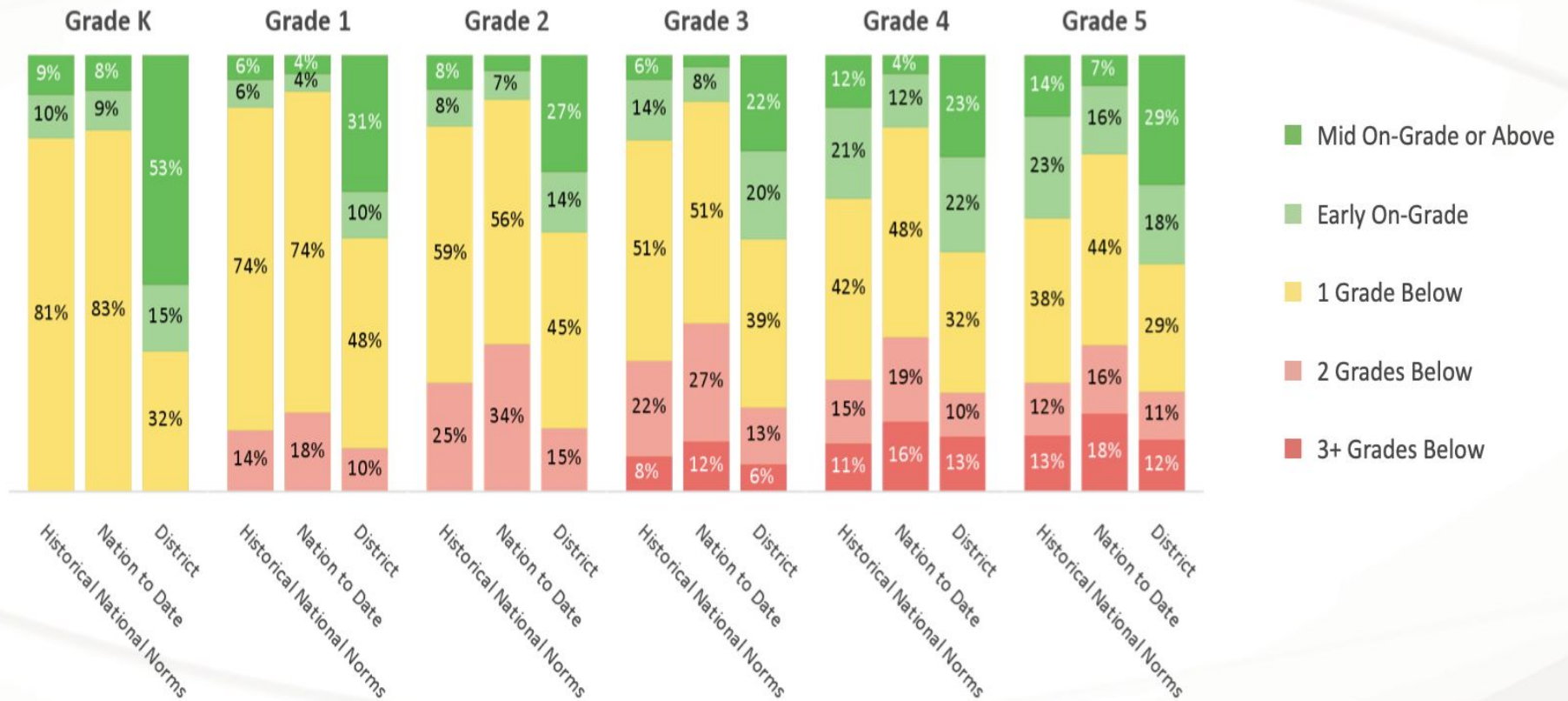
Fall Placement Distribution



The National Tested Population represents all Diagnostics taken in school across the nation as of 10/03/2020. This includes data from 1,940,235 Diagnostics.

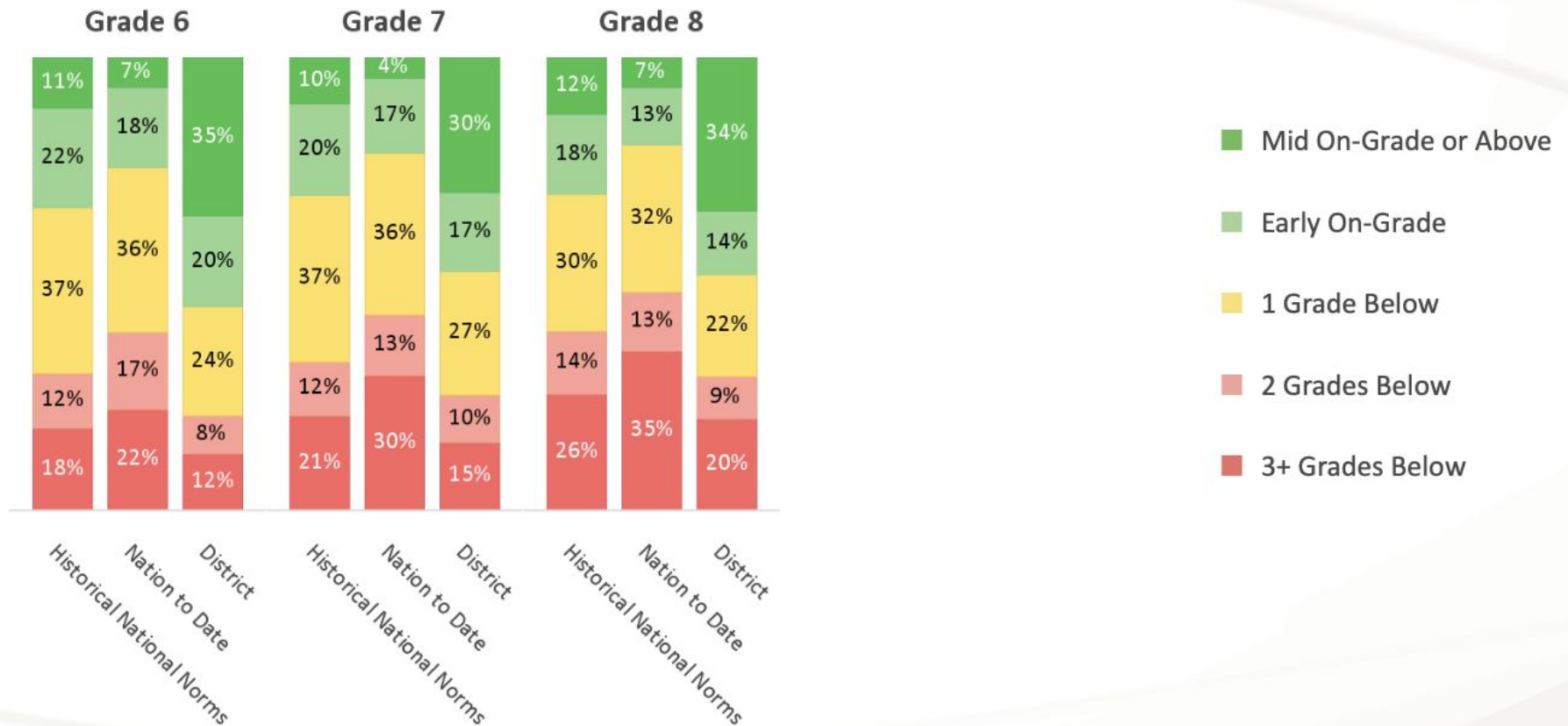
Grade Level Placement as Compared to National Benchmarks - Math

Fall Placement Distribution, by Grade



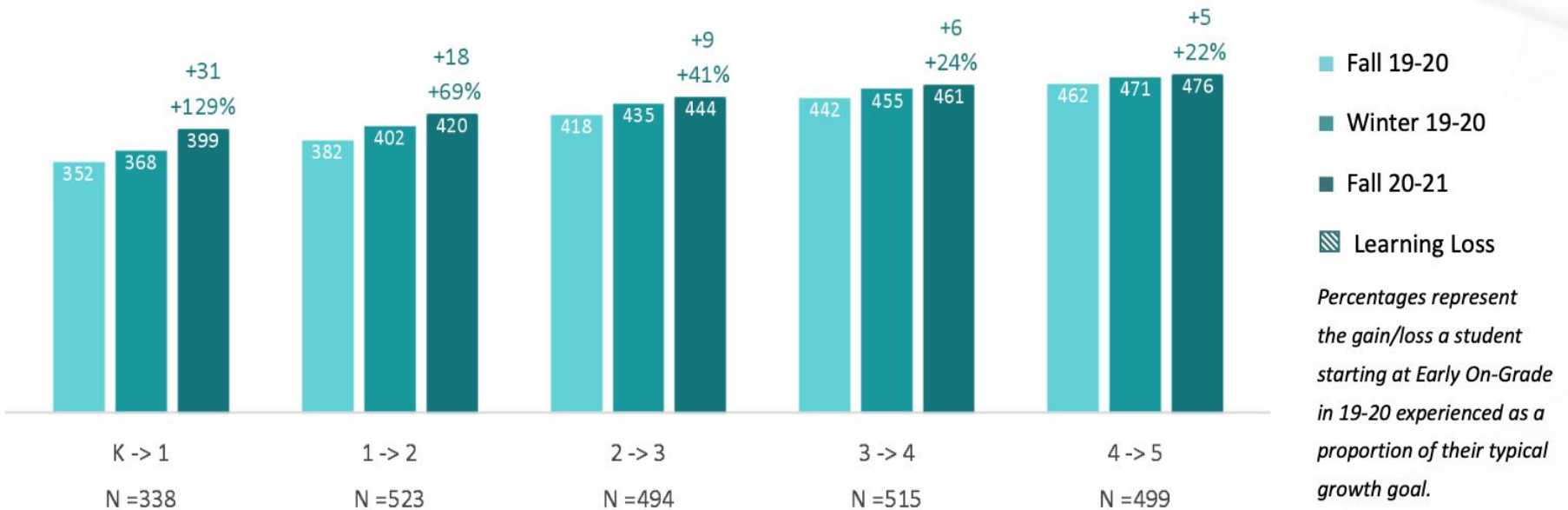
Grade Level Placement as compared to National Benchmark - Math

Fall Placement Distribution, by Grade



Gain or Loss from Winter to Fall - Math

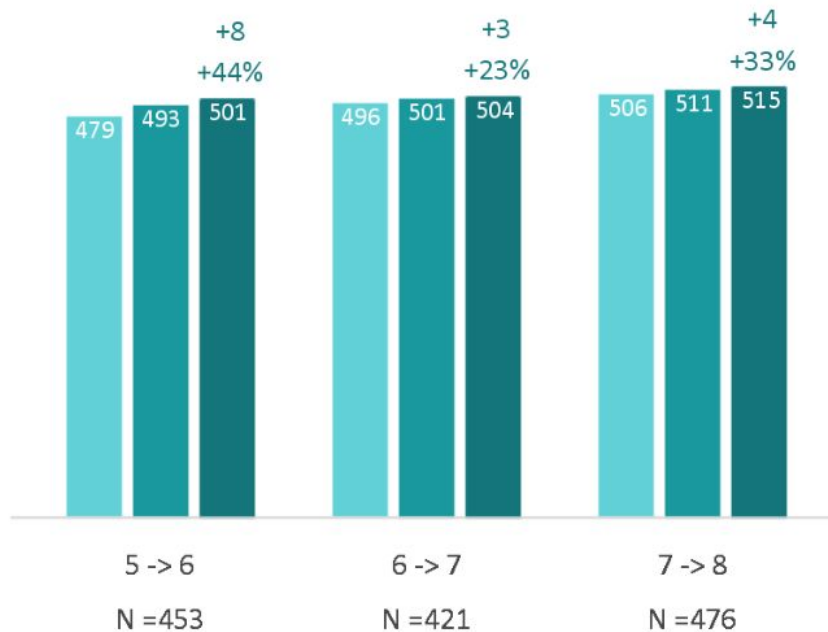
Median Scores (Fall, Winter, Fall) and Change Expressed in % Typical Growth



Grade (Fall 20-21)	K -> 1	1 -> 2	2 -> 3	3 -> 4	4 -> 5
District Gain/Loss, Winter 19-20 to Fall 20-21	+31	+18	+9	+6	+5
Historical National Gain/Loss Based on 18-19 Norms	+16	+9	+10	+8	+5

Gain or Loss from Winter to Fall - Math

Median Scores (Fall, Winter, Fall) and Change Expressed in % Typical Growth



- Fall 19-20
- Winter 19-20
- Fall 20-21
- ▨ Learning Loss

Percentages represent the gain/loss a student starting at Early On-Grade in 19-20 experienced as a proportion of their typical growth goal.

Grade (Fall 20-21)	5 -> 6	6 -> 7	7 -> 8
District Gain/Loss, Winter 19-20 to Fall 20-21	+8	+3	+4
Historical National Gain/Loss Based on 18-19 Norms	+3	+3	+2

Performance Analysis Trends

- MVWSD students performed better than National Tested Population in both Reading and Math
- All student cohorts made growth from Winter 2019 to Fall 2020
- Opportunities for more targeted instructional supports for our 5th, 7th, and 8th graders in both Reading and Math

Considerations for Future

- Assign tech personnel to sites to support any Securly issues during assessment window
- Redesign assessment administration for our youngest learners - small groups vs. whole class assessment
- Train students to adjust chromebook volume during testing
- Develop a more detailed middle school schedule for Hide Assessment feature monitoring
- Virtual assessment administration lends itself to some family support influence



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Next Steps

Next Steps

- Analyze and review data to identify strengths and focus areas - use i-Ready and other assessment data points
- Design instructional support for students based on identified strengths and focus areas
- Monitor student growth through lesson progress for RTI and small group instruction
- Provide targeted instructional support for our focus student groups - ELs, RFEP, SED, SWD

Next Steps

- i-Ready Diagnostic 2 Assessment scheduled for December
- Discuss student growth results with families at Parent -Teacher Conferences in January
- Provide Board of Trustees an update after Diagnostic 2
- Support Site Administrators, Instructional Coaches, Teachers with on-going i-Ready trainings

Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Special Education Update (30 minutes)

Estimated Time: 30 minutes

Person Responsible:

Arianna Mayes, Director of Special Education

Acantha Ellard, Coordinator of Special Education

Background:

Overview of special education. Update on distance learning, in-person assessments, re-opening plan, 504s, dyslexia, and disproportionality.

Fiscal Implication:

None

Recommended Action:

No recommended action at this time.

ATTACHMENTS:

Description

Special Education Update

Type

Backup Material

Upload Date

10/15/2020



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Special Education Update

October 2020





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Strategic Plan Focus

Link to Strategic Plan

Goal 1: Student Achievement

Every student will be prepared for high school and 21st Century citizenship.

Goal 3: Inclusive & Supportive Culture

Every student, staff, family, and community member will feel valued and supported while working, learning, and partnering with MVWSD.



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Special Education Overview

Current Location of Programs

Autism Program	Graham Preschool	Monta Loma (2 classes)	Crittenden
Medically Fragile	Graham Preschool	Landels	
Futures (Functional Life Skills)	Graham		
Co-Teaching	Crittenden	Graham	
Outside Placements	County	Los Altos School District	Non-Public Schools

Program Services

Designated Instructional Supports (DIS)

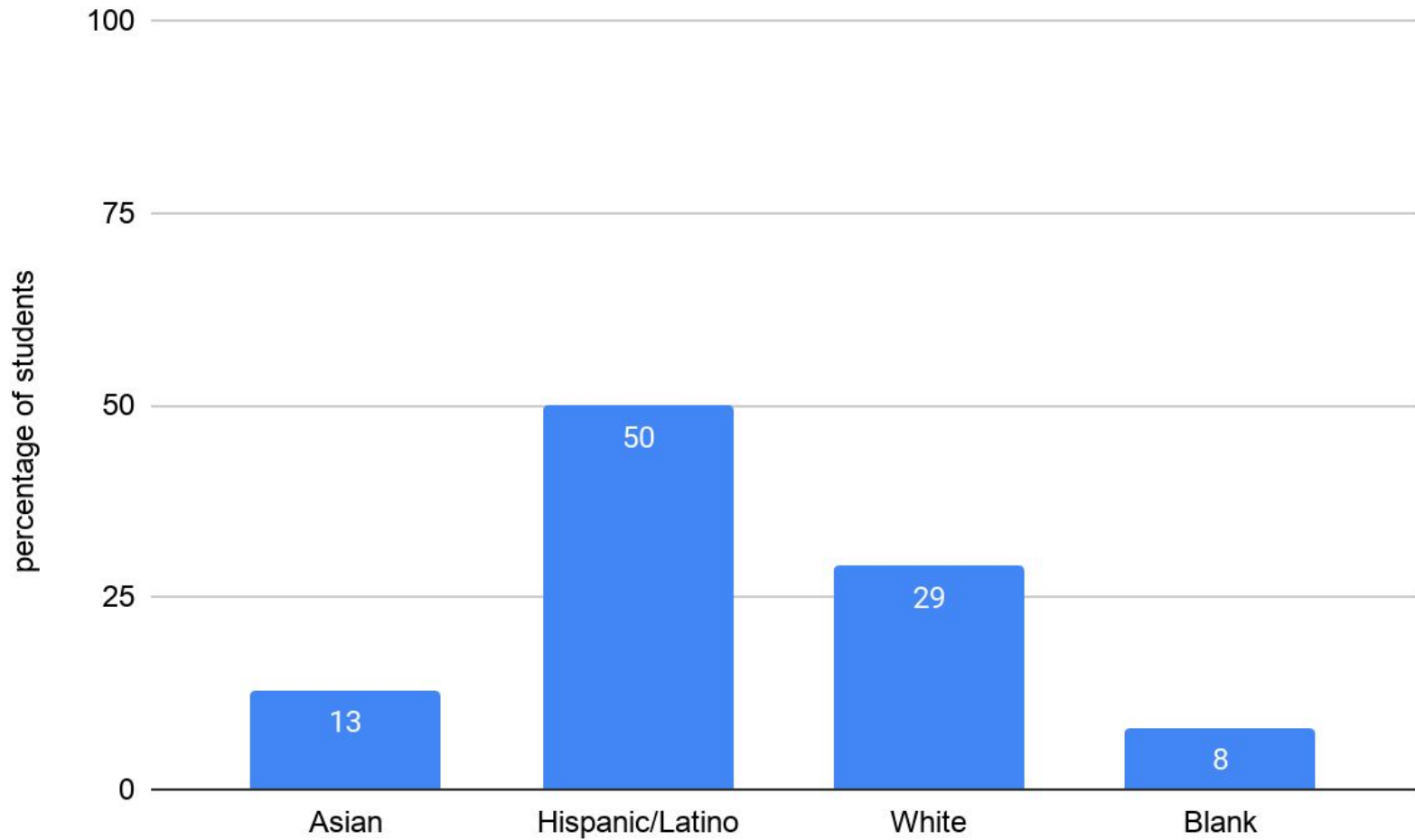
- Speech and Language
- Occupational Therapy
- Vision Service
- Physical Therapy
- Deaf/Hard of Hearing Service
- Audiological Services
- Orientation and Mobility

Percent by Primary Disability

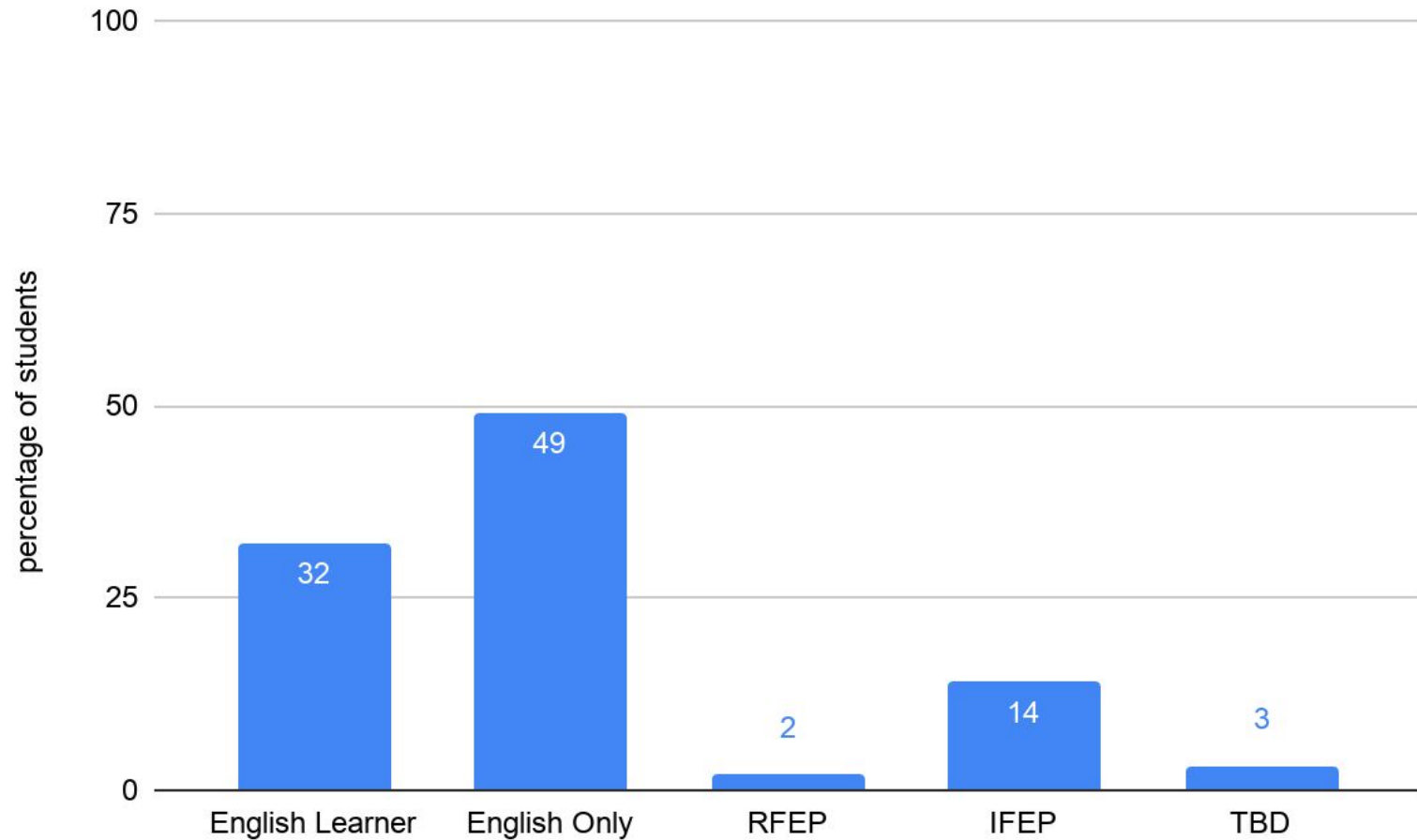
Disability Category	Percent Identified
Intellectual Disability	1.78%
Hard of Hearing	1.78%
Speech or Language Impairment	33.86%
Visual Impairment	1.96%
Other Health Impairment	9.62%
Specific Learning Disability	30.83%
Autism	14.97%
Total Students w/ Disabilities	11% (561 students)

*Not reporting categories with less than 10 students

Demographics by Ethnicity



Demographics by Language Type





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Distance Learning

Distance Learning 2020-21

- In 2020-21 Special Education programs and services are being delivered remotely.
- Staff is working by providing services throughout the day both individually and in small groups.
- Teachers and providers have weekly schedules similar to a regular school year.
- General Education teachers work with Special Education teachers and staff to support students both in whole class or small group lessons

Distance Learning 2020-21

- All families received a Distance Learning Plan, unique to their child, which:
 - Outlined services and supports
 - Outlined accommodations during DL
- The purpose of distance learning plans is to ensure that students are receiving their IEP services to the maximum extent possible during distance learning and that students are continuing to make progress towards their IEP goals.
- A new county-wide form has been added to our IEP system to address student needs in the event of school closure, should that occur again in the future

Distance Learning 20-21

Instructional Assistants:

- Follow a schedule as determined by their managing Education Specialist
- Serve students in small groups or individually
- Run dual meetings or call via phone in order to provide verbal prompting to students without interrupting classroom instruction
- Were provided with Chromebooks this year to enable them to support students more efficiently
- Education Specialists and Behaviorists work with Instructional Assistants to guide individualized support for students

Distance Learning 2020-21

- Multi-sensory reading instruction expanded with implementation of iSpire curriculum (including virtual and workbook lessons) to include Castro
- Purchased license for Closed Captioning for Zoom for students who are Deaf or Hard of Hearing
- Purchased C-Pen readers and adapted styluses for students with unique needs
- Purchased iPads for the small group SAI Preschool program

Distance Learning 2020-21

- Co-teaching remains in place at both middle schools and has expanded to the elementary level at Landels.
- Co-taught classes are taught by both a General Education teacher and Special Education teacher.
- The current focus is ELA and Math.
- By continuing co-teaching during DL, we continue to offer small group learning opportunities to target instruction and support students' academic needs

Reopening Planning

We've surveyed teachers, staff, and parents to determine who feels comfortable returning.

- Targeted meetings with individual teachers occurred to plan reopening specifics.
 - Input was gathered from all small group SAI teachers
- Individual program plans are being developed to fit the unique needs for students.
- Learning Pods - for students who need more support learning virtually, these pods will be staffed with YMCA or Right At School staff to support virtual learning in-person



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In-Person Assessments

In-Person Assessments

- Current guidance from the California Department of Public Health and the CDE does not expressly prohibit in-person assessments.
- The CDHP's "Cohort" Guidance of August 25, 2020 permits in-person instruction and services, including assessments, if done in compliance with the Guidance.
- Special Education personnel began in-person assessments on September 21.
 - Assessments are appointment based.
 - Parents have the option to delay assessment due to concerns around Covid-19

In-Person Assessments

Safety measures implemented:

- COVID Screener
- Temperature checks
- Hand Washing before and after assessment
- PPE - Masks, face shields, gloves, gowns
- Outdoor Testing
- Plexiglass dividers



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Section 504 Plans

Section 504

- Driven by Section 504 of the Rehabilitation Act of 1973
- A 504 plan is written to support students with a disability that substantially limits one major life activity
- A 504 team consists of school team members and parents.

504 Implementation during Distance Learning

- 504 meetings were held within the first 30 days of school to review the plan and identify any needed additions/edits during distance learning
- School teams received recommendations for potential supports during distance learning
- The District is working on a 504 assessment process and implementing a uniform documentation system using the SIRAS (platform used for IEPs).



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Dyslexia Screening

Dyslexia Screening

- Screening for children at risk for dyslexia is a critical first step in the identification of and effective intervention for students with dyslexia
- It is suggested to screen in the following areas:
 - 1) Phonemic Awareness
 - 2) Phonics
 - 3) Fluency
 - 4) Vocabulary
 - 5) Reading Comprehension
- MVWSD will be using iReady and Literably to screen students who may be at risk for dyslexia
- iReady assesses Phonemic Awareness, Phonics, Vocabulary, Reading Comprehension and Literably assesses Fluency

iReady Data, Diagnostic 1

Kindergarten, District wide

Domain	Tier 1 At or above grade level	Tier 2 One grade level below	Tier 3 Two or more grade levels below
Phonological Awareness	77%	23%	0%
Phonics	63%	37%	0%
Vocabulary	71%	29%	0%
Reading Comprehension- Literature	78%	22%	0%
Reading Comprehension- Informational	79%	21%	0%

iReady Data, Diagnostic 1

First Grade, District wide

Domain	Tier 1	Tier 2	Tier 3
Phonological Awareness	55%	39%	6%
Phonics	48%	42%	10%
Vocabulary	46%	47%	7%
Reading Comprehension- Literature	50%	42%	7%
Reading Comprehension- Informational	45%	49%	6%

Dyslexia Next Steps

- We will further develop this area through the strategic planning process
- Implement multi-sensory Tier 3 Reading Intervention program at all sites
- Train teachers in reading curriculum across Tiers
- Utilize i-Ready assessments for universal screening, monitor students progress
- Development of assessment protocols for school psychologists in assessing students for Dyslexia



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Disproportionality

Significant Disproportionality

The Individuals with Disabilities Education Act (IDEA 2004) requires states and local education agencies (LEAs) to take steps to address disproportionate representation.

Disproportionality refers to the “overrepresentation” of a particular racial or ethnic group in a particular category. Significant disproportionality occurs when a district is disproportionate three years in a row.

MVWSD is disproportionate within Special Education by overrepresentation of Hispanic/Latino students in the specific learning disability category

Hispanic/Latino 19-20 Figures

Total Percentage of Students with Disabilities in MVWSD	12%
Total Percentage of Hispanic/Latino Students in MVWSD	23%
Total Percentage of non-Hispanic/Latino Students in MVWSD	65%
Total Percentage of Hispanic/Latino Students with Disabilities in MVWSD	53%
Total Percentage of non-Hispanic/Latino Students with Disabilities in MVWSD	47%

Hispanic/Latino by Site

School	Total Number of Students	Total Number of Students with Disabilities	Total Number of Hispanic/Latino	Total Number of His/Lat and SWD
Bubb	386	50	67	21
Castro	307	47	270	42
Huff	482	33	35	6
Landels	429	49	129	19
Mistral	359	25	231	23
Monta Loma	287	46	95	17
Stevenson	432	26	47	5
Theuerkauf	303	32	135	19
Vargas	326	27	80	8
Crittenden	600	87	258	45
Graham	858	96	350	66

Mountain View Whisman School District

Figures are from the 19-20 school year

Disproportionality Next Steps

- Complete Comprehensive Coordinated Early Intervention Services Plan - CCEIS
 - Identify programmatic reasons that are contributing to disproportionality
 - Identify how funds will be used
 - 15% of IDEA funds will be set aside
 - Submit plan to CDE by December 15, 2020
 - Submit Quarterly Progress thereafter for 21 months

Disproportionality Next Steps

- Implement improved practices at the school level with support from principals and District Office administrators
- Quarterly review of school figures between site principal and school psychologist
- Provide Professional Development to staff on best practices as described in the California Practitioner's Guide for Educating English Learners

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Renaming Frank L. Huff Elementary School (20 minutes)

Estimated Time: 20 minutes

Person Responsible: Megan Henderson, Equity Coach

Background:

Based on Board consensus and community support, the renaming of Frank L. Huff Elementary school is moving forward. In light of the information surfaced about the namesake of Huff Elementary, it is in the best interest of our community to choose a namesake for this school that better aligns with the district's values and vision.

Fiscal Implication:

Fiscal implications related to the name change will include costs to change school signage on the building and marquee, though the decision to approve the timeline has no financial impact at this time.

Recommended Action:

None, this is an update. Action items related to the name change will be required at the end of the process in the new year.

ATTACHMENTS:

Description	Type	Upload Date
Huff Renaming Process	Backup Material	10/15/2020



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Renaming Huff

Mountain View Whisman School District



Land Acknowledgement

- It is important to understand the longstanding history that has brought us to reside on this land in Mountain View, and to seek to understand our place within that history. Land acknowledgements do not exist in a past tense, or historical context: **colonialism is a current ongoing process, and we need to build our mindfulness of our present participation.**
- I want to acknowledge that we currently reside on the lands of the **Ohlone, Tamyen, and Ramaytush** tribes that live and have lived on this land for time immemorial.



Mountain View
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What We Know

Why are we renaming Huff?

- Calls from the community
- Visibility of Equity issues
- Increased activism and civic responsibility
- Strategic plan alignment
- Symbolic capital: naming institutions guide their commitments and outcomes
- MVWSD values diversity, equity, and inclusion

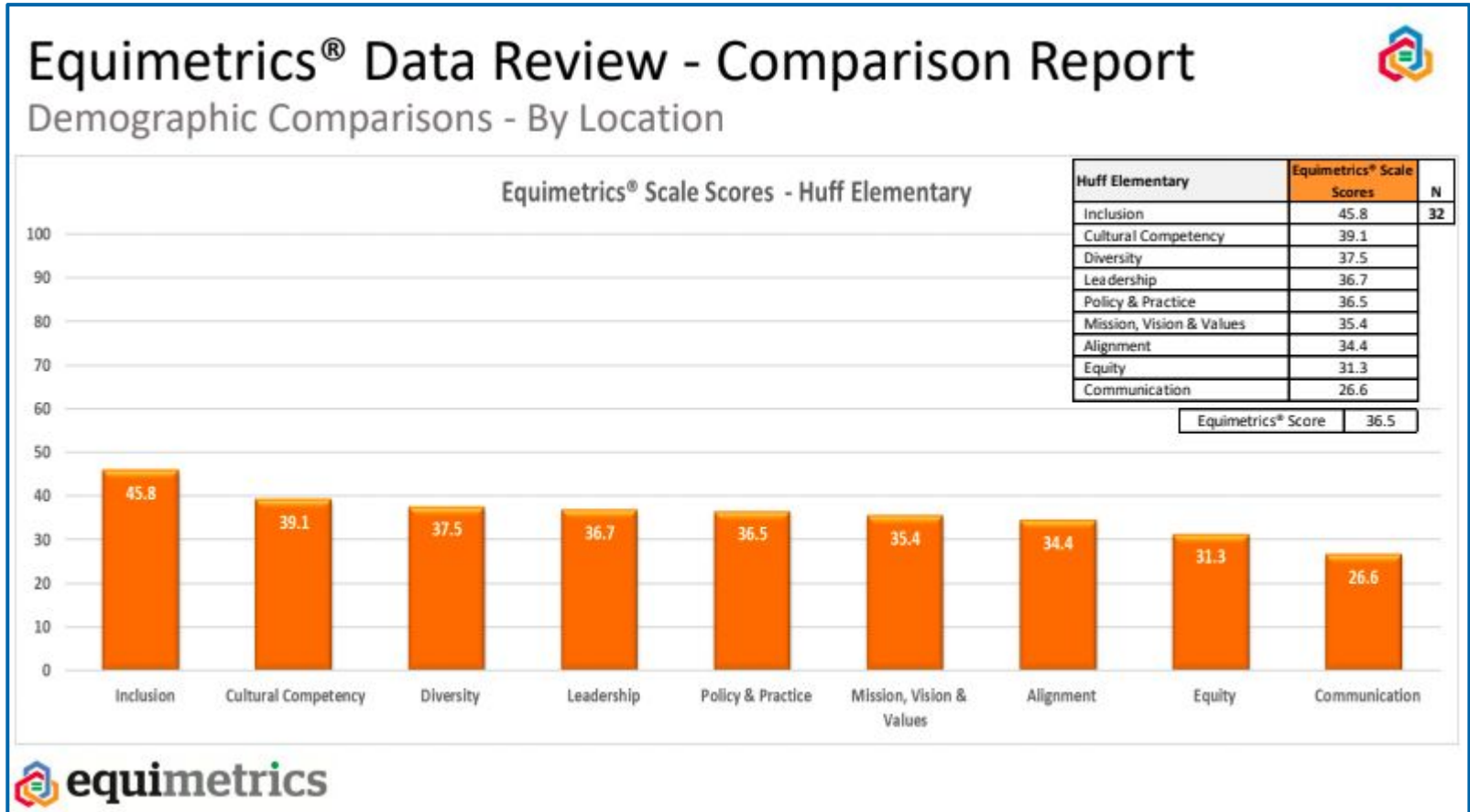
Who was Frank L. Huff?

- Born on the old Huff homestead March 24, 1867, a son of the late James A. and Emily E. (Gard) Huff, honored pioneer settlers
- After his graduation, during the years from 1888 to 1891, he was a teacher
- Held the position of principal of the grammar schools in Mountain View. He resigned this position in the fall of 1917 to accept the principalship of the city schools.
- Huff believed in 'America for Americans' -- strongly opposed the immigration into our country of people who are out of harmony with 'American' institutions and ideals, particularly those who couldn't assimilate as 'white'
- His appointment as postmaster at Mountain View came to him in April, 1922

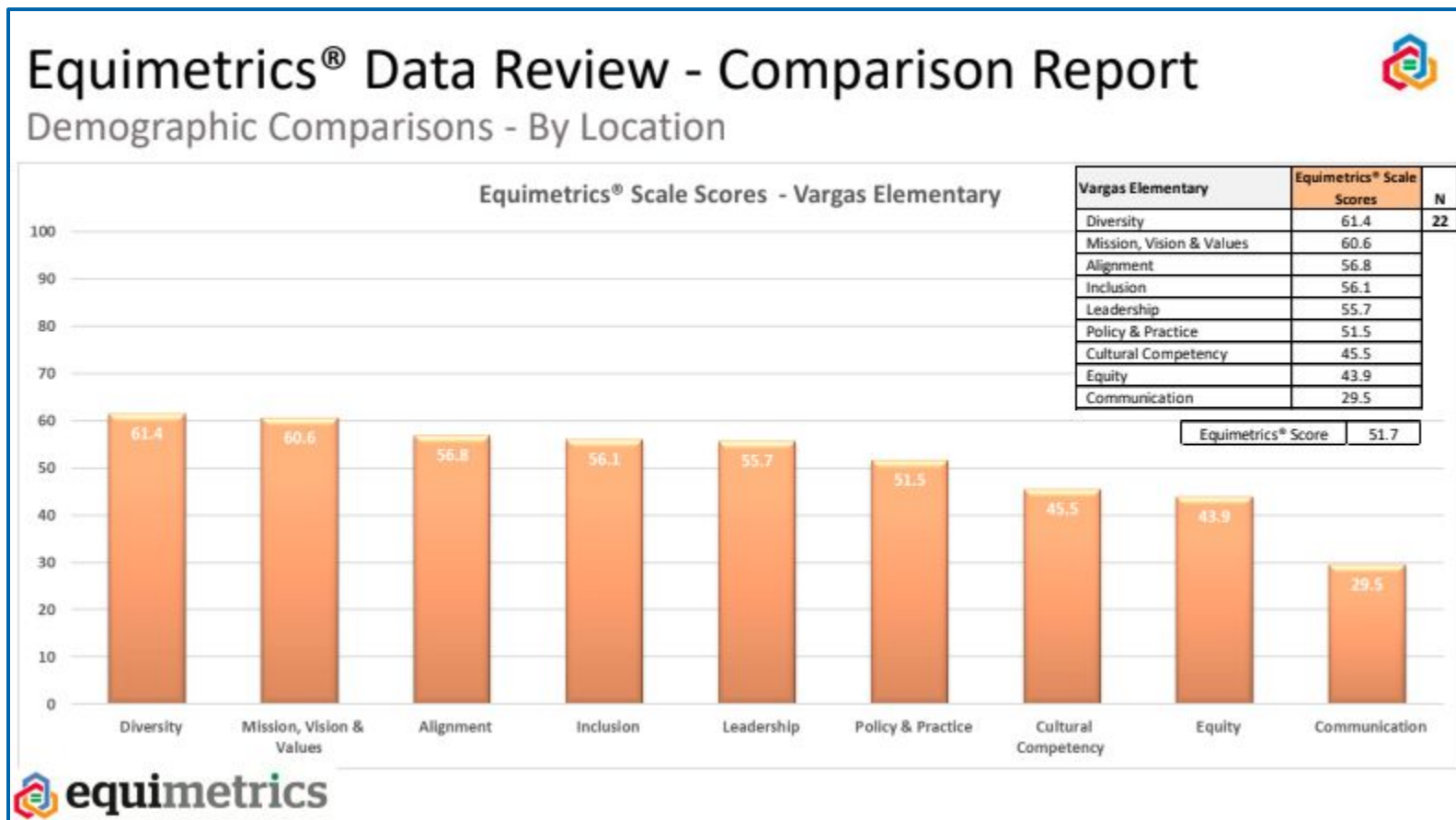
Connection to Strategic Plan

- Strategic Plan Goal 3: Inclusive & Supportive Culture
 - Every student, staff, family, and community member will feel **valued and supported** while working, learning, and partnering with MVWSD

Connection to the Data



Connection to the Data



Connection to the (Larger) Community

Schools that are also renaming:

“Berkeley Unified School District began a process of renaming Jefferson and Washington elementary schools this week as part of a larger effort to recognize Black students and address systemic racism in the school system.”



“The **Fullerton Joint Union High School District** is **renaming a school** auditorium because of information discovered about the namesake's historic Ku Klux Klan ties. **School board** members decided Tuesday night to remove Louis E. Plummer's name from the auditorium at **Fullerton Union High School.**”



“An elementary school in Richmond, California, will be renamed after Michelle Obama. The West Contra Costa Unified School District Board of Education voted unanimously to rename Wilson Elementary School to Michelle Obama Elementary School.”



California DOE Guidance

California Schools Chief 'Applauds' Renaming Schools

California schools chief Tony Thurmond says that schools named for Confederate leaders or other racially charged figures exacerbate feelings of racial inequality, and he commended school leaders who are opting to rename them.



“When we have institutions, not just schools, that are named after Confederate leaders, that are named after those who perpetuated racism, lynching and hate, that exacerbates feelings of race in our schools,” said Thurmond, the State Superintendent of Public Instruction.

“We need reconciliation that racism has shaped so many factors that we are still dealing with today,” Thurmond said. “There are conversations ahead for sure. I think we should enter into those hard conversations, to move to that reconciliation, to move to healing.”

-- Associated Press, June 17, 2020



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Renaming Facilities Policy

Board Policy on Renaming

BP 7310

Schools, Leased Buildings and Facilities are named in recognition of:

- Individuals, living or deceased, that have made outstanding contributions, including financial to the school community
- Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance
- The geographic area in which the school or building is located

Policy Guidance

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement, which shall:

1. Specify the benefits to the district from entering into the agreement
2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name
3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect
4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or district policy

Work already completed

- Board Policy on Facilities Renaming (2014)
- Equimetrics data collection (April 2020)
- Call from community (May 2020)
- Board desire for renaming (June 2020)
- Information from Historical Society (June 2020)



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Impact

*“There is no power for change
greater than a community
discovering what it cares about.”
– Margaret Wheatley*

What is the possible impact?

- Place names evoke powerful images and connotations, contributing to the development of a sense of place. (Alderman, 2008)
- Place names are often used for commemorative purposes and can be studied as 'symbolic monuments that greatly influence public memory. (Berg and Kearns, 1996)
- Symbolic capital contributes to the reproduction of power and privilege within the social world because it confers status, prestige, and honor upon its older. (Bourdieu, 1991)
- I have suggested that **place naming, specifically the naming of schools functions to create public spaces where social groups of varying power debate the contemporary meaning of the past, the extent to which they identify with certain notions of heritage, and how best (and where best) to carry out commemoration through the landscape.** (Alderman, 2008)



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Next Steps

Create Timeline for Renaming

	Date	Activity
Pre-engagement	May 2020 - present	Seeking Board Direction
	October 2020	Inform Huff of recruitment process for Citizen Advisory Committee
	October 22, 2020	Inform Board of Trustees of Update on Huff Renaming Process
School Community Engagement	November 2020	Solidification of CAC members and first meeting convenes
	December 2020	Survey Huff community using virtual platform
	January 21, 2021	Inform Board of Trustees of Update on Huff Renaming Process - survey data
	January 2021	CAC meeting to discuss survey results
	February - March 2020	CAC meeting to put forth a naming possibility - one from each member
	April 2021	CAC meeting to distill list and prepare proposition for Board consideration
School Board Engagement	May 2021	Consult Board via Public hearing
	June 2021	Board makes decision
Renaming Initiated	June - August 2021	Submit necessary paperwork to local, county and state officials
		Place orders for visible assets: marquees, signage, letterhead, logo artwork

Forming a Citizen Advisory Committee

Citizen Advisory Committee:

- Principal
 - Students (1 per grade level 4-5)
 - Parents (3) (1 K-1), (1 2-3) (1 4-5)
 - Parents (3) (1 ELAC) (1 DLAC) (1 PTA)
 - Teachers (6)((1 per grade level K-5)
 - Staff at Huff (2)
 - Alumni (2)
 - Historical Association member (consult)
 - Equity Coach (1) - non-voting (meeting facilitator)
- = 19 voting members, 1 facilitator, 1 consult (as needed)

Surveying the Huff Community

- ThoughtExchange with Community
- Survey to be administered by Principal with guidance from Communications director
- Data collected and prepared by district employee (non-voting member) to be analyzed and distilled for January 2021 Board of Trustees Meeting

Sample Agenda:

(Tentative) Nov. 16 (5:30-7PM)

- I. Review 'Call to Action'
- II. Committee Norms and agreements
- III. Review Renaming Policy
- IV. Review Typical Renaming Practices
- V. Cadence of meetings
- VI. Surveying the Huff Community
- VII. Takeaways and To-dos

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Citizens Broadband Radio Service (30 minutes)

Estimated Time: 30 minutes

Person Responsible: Jon Aker, Director of Technology Services

Background:

Jon Aker will present a proposal for using the Citizens Broadband Radio Service (CBRS) to expand the coverage of our District network to provide Internet access to families.

Fiscal Implication:

A high estimate of \$500,000

Recommended Action:

No recommended action at this time.

ATTACHMENTS:

Description	Type	Upload Date
CBRS Proposal	Backup Material	10/15/2020



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CBRS Proposal





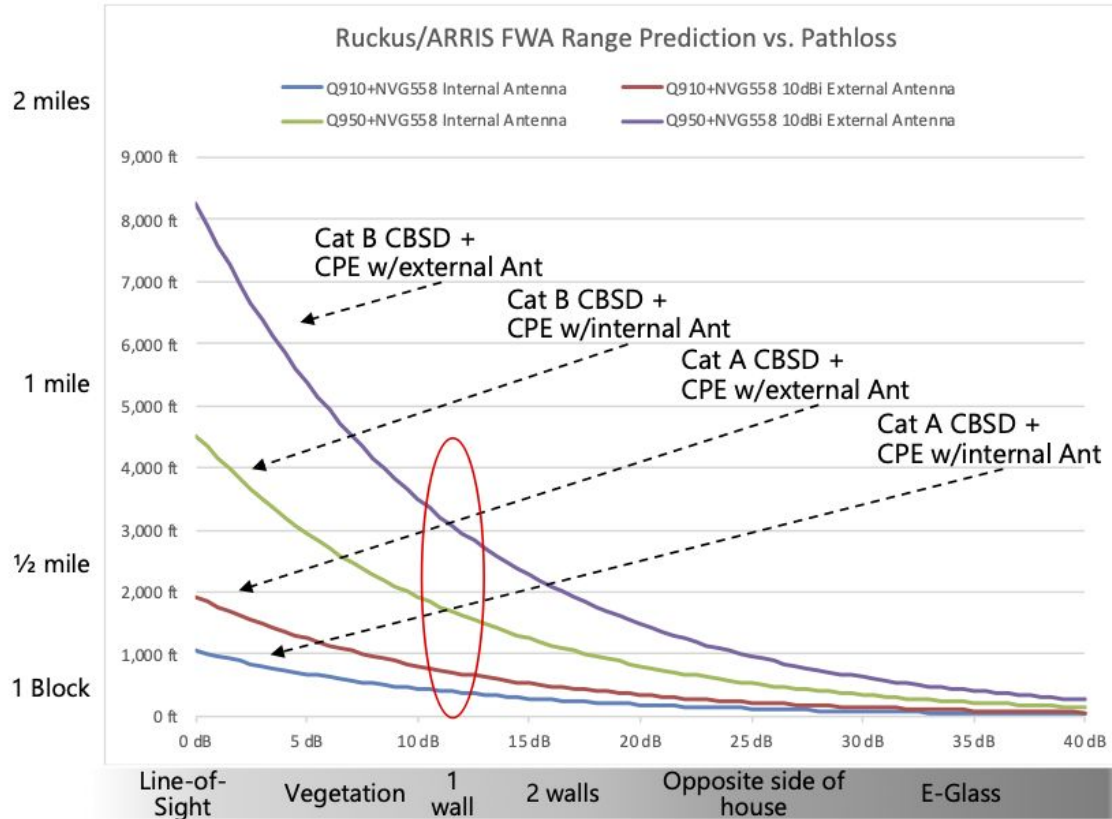
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What is CBRs?

Citizens Broadband Radio Service

- Utilizes 150Mhz wide band of the 3.5Ghz
- Allows for creation of private LTE networks
 - No need to acquire spectrum licenses
- Benefits over traditional wifi
 - Longer range
 - Reduced power usage
 - Operates outside of wifi spectrum

CBRS Delivers Significant Range



Factors impacting range:

- Obstructions – foliage, walls, ...
- Antenna height
- Number of channels
- Uplink power (user equipment)
- Desired performance

➡ Range is highly dependent on deployment environment!

Assumptions: 25Mbps DL/3 Mbps UL target rate using 2 CBRS channels (50/5 with 4 CBRS channels), empirical outdoor propagation model based on 3.5GHz field measurements, 3m base station height, 2dB fade margin. Actual coverage and range will vary according to actual RF conditions.

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What does a deployment look like?

Building Blocks of CBRS



Spectrum Access System

Spectrum Access System (SAS)

CommScope's SAS provides access to CBRS spectrum and protects incumbents and Priority Access License holders from interference. It can also provide insightful analytics to help plan CBRS deployments.

COMMScope®



Evolved Packet Core (EPC)



SIMs



EPC and SIM Management Portal

Evolved Packet Core (EPC)

The EPC manages all LTE network connections and transmissions to optimize spectral efficiency, ensure tight security and enable seamless mobility. EPCs are defined and standardized via the 3GPP



AP Management Portal

RUCKUS CBRS LTE Access Points

RUCKUS CBRS Access Points, also known as eNodeBs or small cells, are the radio access network for CBRS. RUCKUS LTE APs deploy like Wi-Fi APs, and provide superior coverage and predictable performance.

COMMScope®



CBRS Devices

To connect over CBRS, devices must be band 48 (3.5 GHz) capable. There are CBRS-capable devices available for almost any application.

CBRS Specialists

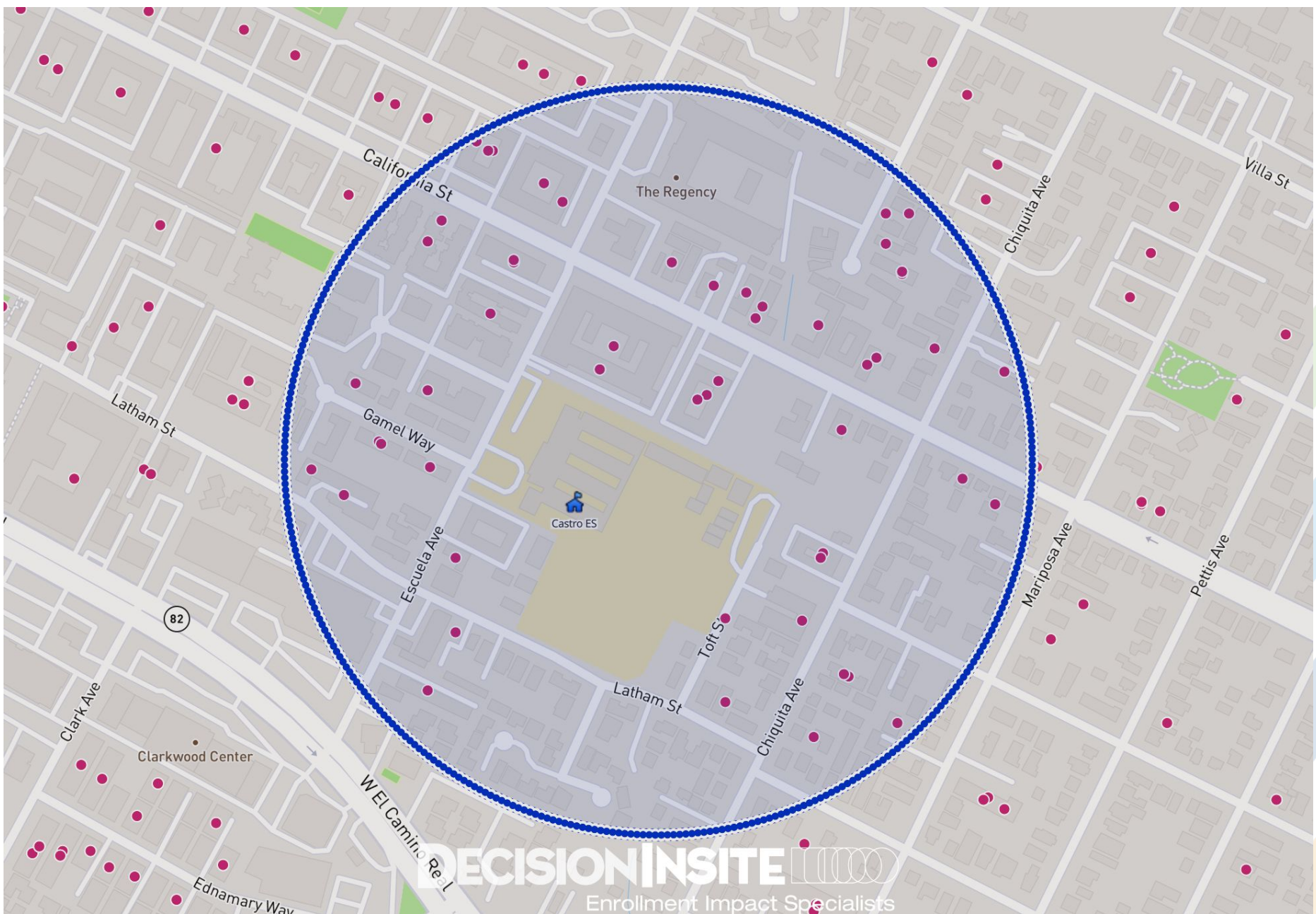
Select partners with CBRS training, certifications and full solution capability

Example - Castro/Mistral

2 -3 Ruckus Q910 Access Points

2 EPC routers

CBRS band 48 client USB modems



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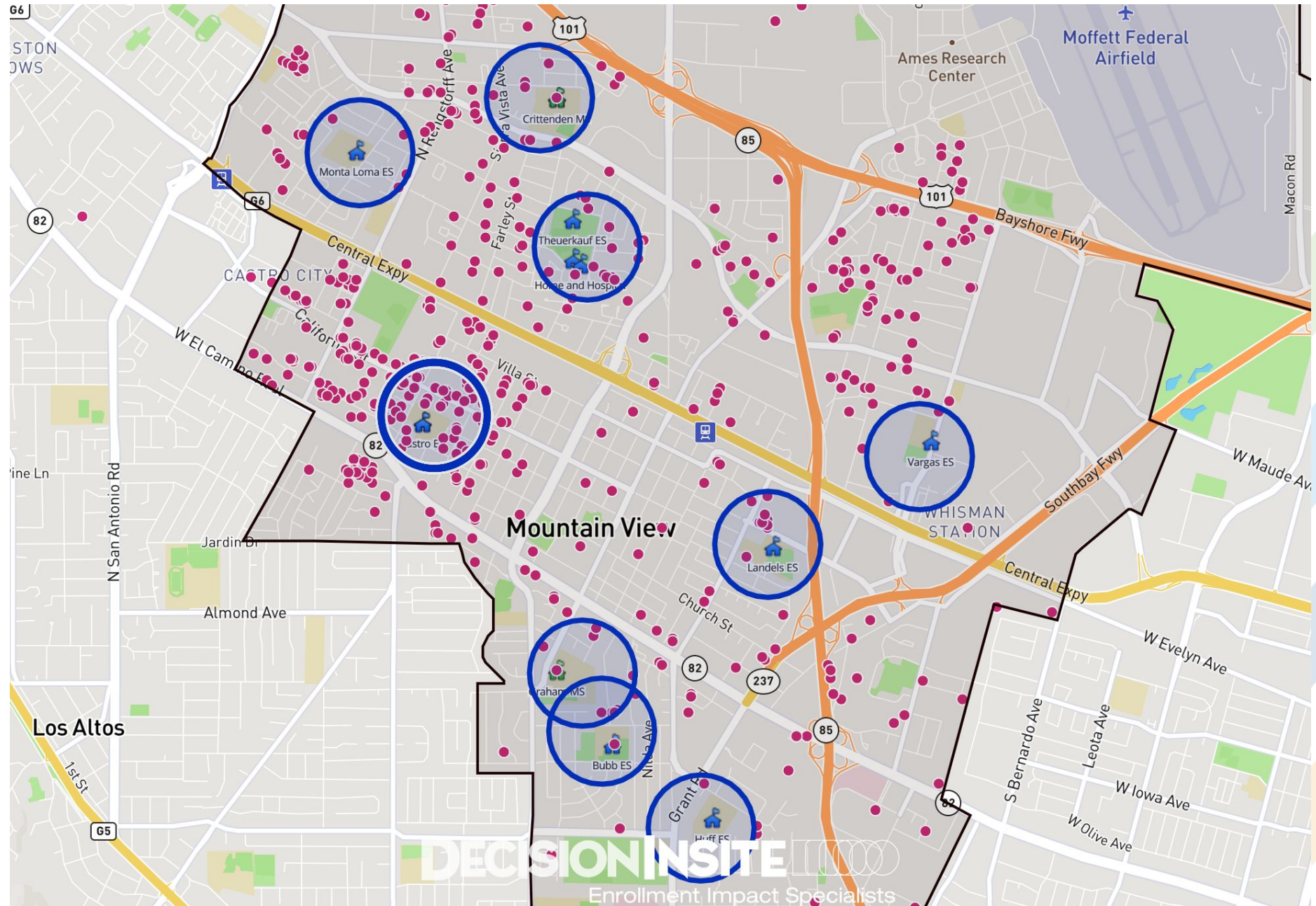
District-wide deployment

Deploying at all sites

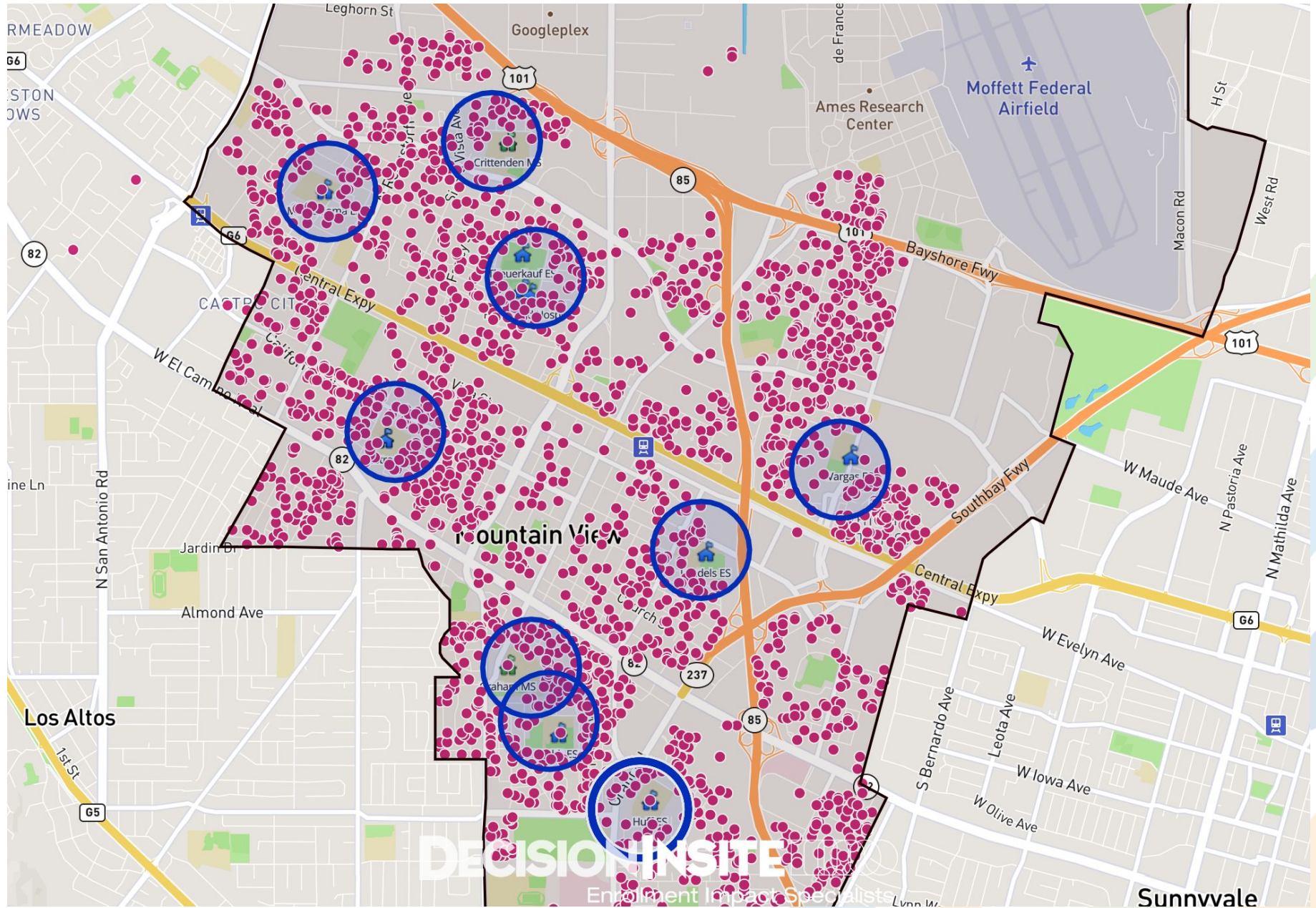
- Every site with at least one AP
 - CA/MI and DO/TH/ST with 2-3
- 300 client USB modems
- Installation costs



Coverage of SED students



Coverage of all students



Sample USD Private LTE Proposal



Input Numbers Below	
14	
300	
0	
3	

of Ruckus Q910 Infrastructure APs

of Multi-Tech USB Client Premises Devices (connects directly to laptop)

of Multi-Tech OnGo gateways (connects via ethernet to laptop or home wifi router)

How many years of CPE Sim support?

Private LTE Costs with 3 years of support and licensing

Total Cost HW/SW/Licensing	\$	198,372.00
Total Cost CPI services physical installation	\$	75,600.00
Grand Total	\$	273,972.00
Total Recurring Fees (included in Total Cost)	\$	19,186.00

Recurring Fees = 3 year AP support, and 3 years of sim support

Competitive Pricing vs. T-Mobile Education Promotion MiFi and Meraki Citywide WiFi

Estimated MiFi costs for 3 years of support and licensing

Total Cost HW/SW/Licensing (No cost)	\$	-
Total Cost (Based on T-Mobile education pricing of \$20 unlimited per line)	\$	216,000.00
Grand Total	\$	216,000.00

All Fees are recurring

Estimated WiFi costs for 410 Access Points (Estimated AP count for 2 square miles of City Wide WiFi Coverage)

Total Cost Onsite Survey	\$	988,389.00
Wireless LAN Deployment	\$	121,005.00
Cabling and Physical Installation	\$	549,400.00
Access Points and Licensing for 3 years (120 APs)	\$	856,490.00
Grand Total	\$	2,515,284.00
Total Recurring Fees (included in Total Cost)	\$	83,230.00

Recurring fees are based on 3 years of AP cloud management



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Next Steps

Next Steps

- Work with vendor to create more accurate coverage maps
- Validate viability of unused fiber for city and Whisman
- Category B equipment available in the Spring

Mountain View Whisman School District

Agenda Item for Board Meeting of 10/22/2020

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:

November 5, 2020

November 19, 2020

December 10, 2020

January 7, 2021

Fiscal Implication:

Recommended Action: